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REAL ESTATE COMMISSION
BY *Ruba Heath*

1 **Schwartz Flansburg PLLC**
Frank M. Flansburg III, Esq.
2 Nevada Bar No. 6974
Brian Blankenship, Esq.
3 Bar No. 11522
6623 Las Vegas Blvd. South, Suite 300
4 Las Vegas, Nevada 89119
Telephone: (702) 385-5544
5 Facsimile: (702) 385-2741
frank@nvfirm.com
6 brian@nvfirm.com
Attorneys for Carmen Thomas

7 **BEFORE THE REAL ESTATE COMMISSION STATE OF NEVADA**

8 **JOSEPH R. DECKER, Administrator,**
9 **REAL ESTATE DIVISION, DEPARTMENT**
10 **OF BUSINESS & INDUSTRY,**
11 **STATE OF NEVADA,**

Petitioner,

12 vs.

13 **CARMEN THOMAS,**

Respondent.

Case No.: 2014-3746
Case No.: RES 14-01-108-446
Case No.: RES 12-12-10-179

14 **JOSEPH R. DECKER, Administrator,**
15 **REAL ESTATE DIVISION, DEPARTMENT**
16 **OF BUSINESS & INDUSTRY,**
17 **STATE OF NEVADA,**

Petitioner,

18 vs.

19 **CARMEN THOMAS,**

Respondent.

OMNIBUS ANSWERING BRIEF TO
COMPLAINTS

20 **JOSEPH R. DECKER, Administrator,**
21 **REAL ESTATE DIVISION, DEPARTMENT**
22 **OF BUSINESS & INDUSTRY,**
23 **STATE OF NEVADA,**

Petitioner,

24 vs.

25 **CARMEN THOMAS,**

Respondent.

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1 OMNIBUS ANSWERING BRIEF TO COMPLAINTS

2 I. INTRODUCTION.

3 Respondent, Carmen Thomas ("Ms. Thomas"), through the law firm of Schwartz
4 Flansburg PLLC, hereby submits her omnibus Answering Brief in response to the following
5 complaints: Decker v. Thomas, NRED Case No.: 2014-3746 (the "Cadenas Complaint"), filed
6 March 20, 2015; Decker v. Thomas, NRED Case No.: 14-01-108-446 (the "Gaitan Complaint"),
7 filed March 20, 2015; and Decker v. Thomas, NRED Case No.: 12-12-10-179 (the "Vargas
8 Complaint"), filed March 20, 2015, (collectively, the "Complaints").

9 Carmen Thomas is actively involved in both Las Vegas Hispanic and real estate
10 communities. While providing professional services to the community, Ms. Thomas has been
11 victimized through calculated shakedowns orchestrated by a professional extortionist
12 masquerading as a lawyer (Helena Garcia), who targeted Ms. Thomas. In truth, Ms. Thomas is a
13 diligent, hardworking, and ethical professional, contributing to the Las Vegas community
14 through her representation of home buyers and sellers and through her promotion of international
15 soccer events; Ms. Thomas did not violate NRS 645.630, 645.633, 645.605:

16 II. FACTUAL BACKGROUND.

17 Each Complaint involves separate and distinct events of a real estate transaction and a
18 soccer event transaction. As such, there are separate and distinct factual contexts that are
19 important for a complete understanding: (A) Carmen Thomas the real estate professional and
20 President of Orbis Financial Group; (B) The Orbis Soccer Events; and (C) The transactions
21 involved in each Complaint.

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1 **A. CARMEN THOMAS.**

2 Since 2005, Carmen Thomas has been a licensed Nevada real estate salesperson under
3 license number S.0065745. Currently held under broker Jesse Fonseca at Park Place Realty, Ms.
4 Thomas has proven herself to be an accomplished salesperson, selling more than 70 single
5 family homes in the past 5 years for 106% of list price, ranking in the top 4% among agents who
6 sell for top dollar, and ranking in the top 13% among agents as a single family home expert.¹ In
7 addition to her successful real estate career, Ms. Thomas dedicates herself to the Hispanic
8 community and has become the driving force behind the promotion of international soccer events
9 in Las Vegas as President of Orbis.² Naturally because of her involvement in the community
10 soccer events, sponsors and participants have asked for Ms. Thomas to assist them with the
11 purchase of real estate transactions, which are the circumstances underlying each of the
12 Complaints.

13 **B. SOCCER AND THE LAS VEGAS COMMUNITY.**

14 By far, the most dominant sport in the entire world is soccer.³ For the Hispanic
15 community, soccer is the most popular sport; and in Las Vegas, the growing Hispanic
16 community connects through the sport of soccer.

17 **1. The Las Vegas Hispanic Community.**

18 Over the next fifteen years, Las Vegas is predicted to consist of a population comprised
19 equally of Hispanic persons and Non-Hispanic white persons.⁴ With the growing Hispanic
20 influence in our community, local civic leaders recognize that "Soccer is the most important
21 sport in the Latino community."⁵ Southern Nevada's growing Hispanic community and the

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23 ¹ See https://www.homelight.com/agents/carmen_thomas_nv_50065745, p.5 (2015) (attached as Exhibit 1).

24 ² See Orbis presentation regarding international soccer events (attached as Exhibit 2).

25 ³ See https://en.wikipedia.org/wiki/Latino_athletes_in_American_sports (attached as Exhibit 3).

26 ⁴ See <http://lasvegassun.com/news/2014/jun/08/slice-diversity> (attached as Exhibit 4).

27 ⁵ See http://www.reviewjournal.com/politics/elections.soccer_and_politics_mix_nevada_politicians_go_for_latino_vote (attached as Exhibit 5).

1 importance of soccer to the Hispanic community have driven the push for a soccer stadium in
2 Las Vegas: "The local soccer scene already has grown significantly in the past decade, and the
3 influx of more immigrants and the growth of the Hispanic community will surely boost the
4 number of soccer aficionados." Indeed during the recent mayoral campaign, Mayor Goodman
5 recognized the Hispanic community's pride in their culture that would be served by bringing a
6 soccer team and stadium to Las Vegas.⁶

7 **2. Soccer's Importance to Southern Nevada.**

8 The plea for a soccer stadium in Las Vegas is fueled equally by economics and cultural
9 heritage. Soccer is often credited in the Hispanic community as teaching leadership, discipline,
10 teamwork, how to win, how to lose, and how to tie.⁷ The soccer stadiums in Latin American
11 countries are more than arenas at which fans feverishly cheer for their teams. Stadiums serve as
12 the cultural center -- where the community comes together, where city pride is built, where
13 people cheer, where people laugh, and where people cry. Soccer, particularly high profile soccer
14 events, builds a sense of community and pride. Consequently, soccer events serve as the
15 epicenter for economic activity within the Hispanic community.

16 **3. The Orbis Soccer Events.**

17 Combining her cultural pride with her love for soccer, Carmen Thomas devoted her
18 efforts to transform Las Vegas' burgeoning Hispanic community and their love for soccer into
19 international events within our city that would serve as a cultural and economic driver for the
20 community. For Orbis, the goal was to become the number one agency to support soccer that
21 would create successful superstars. And, Ms. Thomas succeeded in bringing world class
22 international soccer to our community headlined by celebrity athletes such as popular Chivas
23 forward Marco Fabian and a Champion of the Mexican soccer league David Cabrera, attracting
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26 ⁶ See http://lasvegassun.com/news/2015/mar/05/goodman_talks_tourism_cultural_developm ent_soccer_stadium_before_hispanic_group (attached as Exhibit 6).

27 ⁷ See http://ramirezgroup.com/latino/las_vegas_needs_professional_soccer (attached as Exhibit
28 7).

1 35,000 people to each event.⁸

2 a. **Organization of the Soccer Events.**

3 As a promoter, Orbis is solely responsible for all expenses and costs, including
4 procurement, delivery and costs of the teams, all expenses associated with the Sam Boyd
5 Stadium, procurement of all stadium personnel, procurement of training facilities for teams,
6 procurement and training of security personnel, procurement of pre-game, half-time and post-
7 game entertainment, local public relations, local media relations (including press-releases),
8 production and distribution of promotional and advertising materials, box office coordination,
9 hospitality arrangements and all other expenses and fees related to the teams and game officials,
10 who are appointed by the Federation. Of course, Ms. Thomas could not accomplish the
11 sponsorship by herself; she needed the support of the Hispanic community.

12 b. **The Sponsorship Opportunities.**

13 Because of both the economic and fan attraction associated with a first class international
14 soccer event with celebrity athletes, Orbis offered sponsorship and vendor opportunities for the
15 soccer events to national and local sponsors.⁹ Orbis coordinated and sold promotional
16 campaigns that included print, radio, and television advertising. Advertising sponsorship
17 opportunities valued at \$36,000 were offered at \$15,500. Other sponsorship opportunities
18 included tickets to the event, VIP first row tickets, meet and greets with multiple players on the
19 teams, and exhibition tables.¹⁰ Such opportunities ranged from package values from \$1,500 to
20 \$15,000.¹¹

21 Local businesses and fans jumped at the chance to associate themselves with the popular
22 and well attended events for the Hispanic community – whether they wanted to be close to
23 celebrity athletes, whether they wanted the opportunity to sell products, or whether they wanted
24 exposure for their band. It is within the context of promotions such as these that Ms. Thomas

25 ⁸ See http://lasvegasmtronews.blogspot.com/2011_05_01_archive.html (attached as Exhibit 8).

26 ⁹ See Orbis Sponsorship levels (attached as Exhibit 9).

27 ¹⁰ See Exhibit 2.

28 ¹¹ See Exhibit 9.

1 met the claimants.

2 C. THE COMPLAINT TRANSACTIONS.

3 As Ms. Thomas worked in promoting the soccer events, she became acquainted with
4 many people in the community who wanted to be involved and associated with the soccer events
5 – whether to promote business as vendor, promote a band, or promote sponsorship. In doing so,
6 she also met those who were in need of real estate assistance. In the combination of contexts
7 (soccer and real estate), Ms. Thomas worked with each claimant: Manuel Cadenas, Jose Gaitan
8 and Santiago Vargas, Jr. (collectively, the “Claimants”). In reality, however, the true instigator
9 of the Complaints was Helena Garcia.

10 I. Manuel Cadenas.

11 Mr. Cadenas’ transactions involve both a soccer related purchase of food carts for his
12 vending business and his cancellation of a real estate sale.

13 a. The Soccer Related Transaction.

14 Orbis advertised stainless steel food carts on Craig’s List, to make them available to
15 advertisers who sought to sell food products at various soccer matches.¹² On June 4, 2014, Mr.
16 Cadenas’ wife, Leticia Santos agreed to purchase two steel food carts at the price of \$3,000 each,
17 for a total purchase price of \$6,000 (the “Food Cart Transaction”).¹³ Ms. Thomas and Ms. Santos
18 agreed that Ms. Santos would pay \$4,500 as a down payment and provide the balance of \$1,500
19 to Ms. Thomas within 30 days.¹⁴ Ms. Santos and Kariny Maldonado (Ms. Thomas’ daughter),
20 executed the agreement with Ms. Thomas for the purchase of the food carts.¹⁵ The agreement
21 stated that Mr. Cadenas or Ms. Santos would pick up the food carts within a week.¹⁶

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24 ¹² See Craigslist Posting (attached as Exhibit 10).

25 ¹³ See Personal Property Bill of Sale (attached as Exhibit 11).

26 ¹⁴ Id.

27 ¹⁵ Id.

28 ¹⁶ Id.

1 Subsequently, Mr. Cadenas delivered a money order for \$450 as an initial deposit followed by
2 four \$1,000 money orders and one \$450 money order toward the Food Cart Transaction.¹⁷

3 Mr. Cadenas eventually cancelled the food cart sale. In compliance with Mr. Cadenas'
4 request, Ms. Thomas refunded Mr. Cadenas' Food Cart Transaction purchase as fully explained
5 by Mr. Cadenas' executed release and acknowledgement of his refund.

6 **b. The Real Estate Transaction.**

7 On May 26, 2014, Mr. Cadenas signed a Residential Purchase Agreement (the Pecan
8 Purchase Agreement"), offering to purchase the Pecan Property.¹⁸ To complete the sale, Mr.
9 Cadenas signed Addendum No. 1 to the Pecan Purchase Agreement,¹⁹ signed the Federal Home
10 Loan Mortgage Terms for the Pecan Purchase Agreement,²⁰ and received the wiring instructions
11 for the earnest money deposit (the "Wiring Instructions").²¹

12 **i. Mr. Cadenas' Performance.**

13 On June 3, 2014, Ms. Thomas received the contract information, the DocuSign
14 instructions and the contract package.²² The next day, Mr. Cadenas met with Ms. Thomas at her
15 office; and with his authorization, Ms. Thomas entered Mr. Cadenas' electronic signature on the
16 contract package from her office computer.²³ On June 5, 2014, Mr. Cadenas wired the \$1,500
17 earnest money deposit directly to the escrow account for the closing agent, Castle Law Group
18 (the "Escrow Agent");²⁴ and on July 24, 2014, Mr. Cadenas wired the down payment amount of
19 \$31,482.81 to the Escrow Agent.

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21 ¹⁷ See Money Orders for Food Carts (attached as Exhibit 12).

22 ¹⁸ See Pecan Purchase Agreement (attached as Exhibit 13).

23 ¹⁹ See Addendum 1 to Pecan Purchase Agreement (attached as Exhibit 14).

24 ²⁰ See Federal Home Loan Mortgage Terms (attached as Exhibit 15).

25 ²¹ See Wiring Instructions for Pecan Purchase Agreement (attached as Exhibit 16).

26 ²² See Contract Information Sheet and DocuSign Instructions (attached as Exhibit 17).

27 ²³ See Executed Electronic Package (attached as Exhibit 18).

28 ²⁴ See Castle Law Group Disbursements Summary (attached as Exhibit 19).

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2. Jose Gaitan.

Mr. Gaitan invested in the sponsorship of a soccer event and engaged Ms. Thomas for assistance with a real estate transaction.

a. The Soccer Related Transaction.

On May 30, 2013, Mr. Gaitan signed an agreement in Spanish with Orbis to sponsor a soccer event, specifically promising to invest \$2,400 in the soccer match.³¹ Ultimately, Mr. Gaitan paid Orbis in three money orders, in the amounts of \$1,000, \$1,000 and \$400.³² Unfortunately, Orbis was informed that local sponsorship of the particular soccer event was not permissible. As a result, Mr. Gaitan's investment was refunded and Mr. Gaitan signed a Release of Liability.³³

b. The Real Estate Transaction.

In an unrelated real estate transaction, Ms. Thomas represented Mr. Gaitan regarding the purchase of a property located at 3982 Chasing Heart Way, Las Vegas, NV 89115 (the "Chasing Heart Property").³⁴ Ms. Thomas also represented the seller; and both parties signed the required Consent to Act form on June 1, 2013.³⁵

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³¹ See Carla Acuerdo (attached as Exhibit 23).

³² See Gaitan Money Orders to Orbis (attached as Exhibit 24).

³³ See Release of Liability (attached as Exhibit 25).

³⁴ See Chasing Heart Way Purchase Agreement and Duties Owed (attached as Exhibit 26).

³⁵ See Chasing Heart Way Consent to Act Form (attached as Exhibit 27).

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i. Mr. Gaitan's Purchase.

On June 1, 2013, Mr. Gaitan signed the "Residential Purchase Agreement (the "Chasing Heart Agreement"), offering to purchase the Chasing Heart Property,³⁶ which the seller accepted.³⁷ Mr. Gaitan paid the earnest deposit in the amount of \$1,000 to Nations Title Company of Nevada; and, Mr. Gaitan paid \$425 to Home Base AMC for an appraisal of the Chasing Heart Property via a debit card transaction.³⁸ On June 25, 2013, the parties signed an addendum regarding the sales price; and on July 9, 2013, the parties signed an addendum correcting the spelling of Mr. Gaitan's name and specifying the close of escrow date as on or before July 30, 2013.³⁹

ii. Mr. Gaitan's Cancellation.

On January 6, 2014, the parties cancelled the Chasing Heart Agreement, in a document reflecting a refund of the \$1,000 earnest money deposit paid by Mr. Gaitan, from Nations Title Company.⁴⁰ On January 9, 2014, Nations Title Company issued a refund check to Mr. Gaitan in the amount of \$1,000.⁴¹

3. Santiago Vargas, Jr.

Mr. Vargas invested in the soccer event to promote his band and engaged Ms Thomas for assistance in the purchase of multiple properties.

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³⁶ See Exhibit 26.

³⁷ Id.

³⁸ See Gaitan Earnest Money Deposit and Appraisal Payment (attached as Exhibit 28).

³⁹ See Addendum No. 2 to Chasing Heart Agreement (attached as Exhibit 29).

⁴⁰ See Chasing Heart Cancellation Instructions (attached as Exhibit 30).

⁴¹ See Nations Title Refund Check (attached as Exhibit 31).

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a. **The Soccer Related Transaction.**

Mr. Vargas paid a \$5,000 deposit to secure a spot for his band at a soccer event.⁴² When his parents intervened attempting to cancel the band's performance, Mr. Vargas acknowledged his desire to "participate to do the concert to reach out to our community and they can know us and therefore have more work."⁴³ In fact, Mr. Vargas expressed his regret and apologies to Ms. Thomas for his parents' harassment, acknowledging that he paid the \$5,000 deposit, stating "I know that this event is really big and my manager wants to participate because this exposure would bring us more work and maybe even bigger things if [the] public sees us on television."⁴⁴ Mr. Vargas proceeded to request that Ms. Thomas allow his band's manager to purchase a package for the soccer event and importantly, "I do not want to [lose] this chance because of my parents and if you can help me to buy my house I would really appreciate it."⁴⁵

b. **The Real Estate Transaction.**

Ms. Thomas represented Mr. Vargas as a buyer's agent in multiple real estate transactions between October 2010 and August 2011.⁴⁶ In each transaction, Mr. Vargas authorized and signed each offer.⁴⁷ Ultimately, Mr. Vargas was not in a financial position to successfully purchase a property, which resulted in multiple failed transactions:

- The Dawley Transaction: On October 12, 2010, Mr. Vargas submitted a signed offer for the property located at 1464 Dawley Street, which was not accepted.⁴⁸
- The First New York Transaction: On November 16, 2010, Mr. Vargas submitted a signed offer for the property located at 4471 New York Avenue, which was not accepted.⁴⁹

⁴² See Vargas Letter to Ms. Thomas (attached as Exhibit 32).
⁴³ Id.
⁴⁴ Id.
⁴⁵ Id.
⁴⁶ See Affidavit of Carmen Thomas re: Vargas (attached as Exhibit 33).
⁴⁷ Id.
⁴⁸ See Dawley Purchase Agreement (attached as Exhibit 34).
⁴⁹ See 4471 New York Avenue Purchase Agreement (attached as Exhibit 35).

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- The Cloverleaf Transaction: On November 30, 2010, Mr. Vargas submitted a signed offer on the property located at 5780 Cloverleaf and paid an earnest money deposit in the amount of \$1,000;⁵⁰ even though escrow was extended multiple times through March 28, 2011,⁵¹ Mr. Vargas was unable to secure financing, the sale was canceled, and escrow was directed to disburse \$1,000 to the seller.⁵²
 - The Baltimore Avenue Transaction: On April 18, 2011, Mr. Vargas submitted a signed offer on the property located at 4625 Baltimore Avenue, which was not accepted.⁵³
 - The Utah Avenue Transaction: On May 3, 2011, Mr. Vargas agreed to purchase property located at 4626 Utah Avenue,⁵⁴ but was cancelled (due to the lack of financing) and Mr. Vargas received a refund of his earnest money deposit.⁵⁵
 - The Cleveland Avenue Transaction: On May 23, 2011, Mr. Vargas submitted a signed offer on the property located at 4626 E. Cleveland Avenue,⁵⁶ which was not accepted.
 - The Second New York Avenue Transaction: On August 2, 2011, Mr. Vargas submitted a signed offer on 4630 New York Avenue, Las Vegas, Nevada, which was not accepted.⁵⁷
 - The Third New York Avenue Transaction: On August 17, 2011, Mr. Vargas submitted a signed offer on the property located at 4668 E. New York Avenue, which was not accepted.⁵⁸

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20 ⁵⁰ See Cloverleaf Purchase Agreement and Earnest Money Deposit (attached as Exhibit 36).

21 ⁵¹ See Cloverleaf Addendums No. 1-4 (attached as Exhibit 37).

22 ⁵² See Cloverleaf Cancellation Instructions (attached as Exhibit 38).

23 ⁵³ See Baltimore Purchase Agreement (attached as Exhibit 39).

24 ⁵⁴ See Utah Purchase Agreement (attached as Exhibit 40).

25 ⁵⁵ See Utah Cancellation Addendum and Return of FMD Funds (attached as Exhibit 41).

26 ⁵⁶ See Cleveland Purchase Agreement (attached as Exhibit 42).

27 ⁵⁷ See 4630 New York Purchase Agreement (attached as Exhibit 43).

28 ⁵⁸ See 4668 New York Purchase Agreement (attached as Exhibit 44).

- 1 • The Deer Valley Transaction: On August 17, 2011, Mr. Vargas also submitted a
2 signed offer on the property located at 5842 Deer Valley Drive;⁵⁹ but Mr. Vargas
3 subsequently decided to cancel the Deer Valley Purchase Agreement, did not make an
earnest money deposit, and no escrow account was opened.⁶⁰

4 Because Mr. Vargas could not qualify for a loan, none of the transactions closed.

5 **4. Helena Garcia.**

6 While Helena Garcia is a real estate salesperson at Nationwide Realty, she may be better
7 known as the self-proclaimed “*La Protectora*,”— a supposed ‘protector’ of vulnerable
8 immigrants and crusader against local scammers”.⁶¹ Ms. Garcia purports to represent vulnerable
9 Latinos who are taken advantage of by “scam artists,” particularly with regard to mortgages,
10 immigration and real estate transactions.⁶² While Ms. Garcia purports to have a genuine desire to
11 help the Latino community, her tactics evidence an intent to abuse and extort.

12 **a. The Truth About Helena Garcia.**

13 Instead of promoting the well-being of the Latino community, Ms. Garcia poisons the
14 community by creating dissension and discord between its members. Further, while she
15 proclaims to have altruistic motives, Ms. Garcia exploits Latinos in Las Vegas in order to
16 promote her business interests and self-proclaimed title as a protector of the Las Vegas Latino
17 community.⁶³ A 2012 online article titled, ‘*La Protectora*’ *Confronts Scammers Who Prey on*
18 *Immigrants*,’ describes Ms. Garcia as a real estate agent who does “pro bono” work.⁶⁴ Ms.

19 _____
20 ⁵⁹ See Deer Valley Purchase Agreement (attached as Exhibit 45).

21 ⁶⁰ Unrelated to any of his failed purchases, Mr. Vargas paid a handyman, Mr. Santiago Tavera,
22 \$400 for a home repair. Mr. Tavera is not a home inspector, and did not inspect any of the
properties Mr. Vargas offered to purchase.

23 ⁶¹ See Jude Joffe-Block, ‘*La Protectora*’ *Confronts Scammers Who Prey on Immigrants*,
FRONTERAS, Feb.23, 2012, <http://www.fronterasdesk.org/content/%E2%80%99la-protectora%E2%80%99-confronts-scammers-who-prey-immigrants>.

24 ⁶² Id.

25 ⁶³ See Helena Garcia, *La Protectora* “The Protector,” Aug. 27, 2010,
26 <https://www.youtube.com/watch?v=RC0taXnVepk>.

27 ⁶⁴ See Jude Joffe-Block, ‘*La Protectora*’ *Confronts Scammers Who Prey on Immigrants*,
FRONTERAS, Feb.23, 2012, <http://www.fronterasdesk.org/content/%E2%80%99la-protectora%E2%80%99-confronts-scammers-who-prey-immigrants>.

1 Garcia started in a Spanish-language reality show at one point.⁶⁵ The show, however, was
2 cancelled, "because of a flurry of threatened lawsuits."⁶⁶ Videos and articles about her well-
3 known "scare tactics" are easily obtained on the internet.

4 **b. Ms. Garcia's Abusive Tactics.**

5 One article describes her "choice method for dealing with people," as "public
6 humiliation."⁶⁷ This method includes approaching individuals at their homes or places of work
7 and threatening them.⁶⁸ As a result of these tactics, Ms. Garcia has received six restraining
8 orders and claims that a judge banned her from his courtroom.⁶⁹ Her tactics, threats, vulgarity
9 and unprofessionalism generally, "make local police cringe."⁷⁰ In her self-promotional YouTube
10 video, Ms. Garcia is shown screaming at people and threatening them, allegedly in defense of
11 vulnerable Latinos in Las Vegas.⁷¹ The tagline under the video states, "This show is about
12 protecting the Hispanic Community from Fraud and Abuse."⁷² The video shows her
13 disrespecting police officers, threatening to get people fired, and publicly humiliating people.⁷³
14 Ms. Garcia's Twitter handle is @crusaderinvegas.⁷⁴

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17 ⁶⁵ Id.

18 ⁶⁶ Id.

19 ⁶⁷ Id.

20 ⁶⁸ Id.; See also Helena Garcia, *La Protectora* "The Protector," Aug. 27, 2010,
<https://www.youtube.com/watch?v=RG0taXnVcpk>.

21 ⁶⁹ See Jude Joffe-Block, *'La Protectora' Confronts Scammers Who Prey on Immigrants*,
FRONTERAS, Feb. 23, 2012, <http://www.fronterasdesk.org/content/%E2%80%99la-protectora%E2%80%99-confronts-scammers-who-prey-immigrants>.

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23 ⁷⁰ Id.

24 ⁷¹ See Helena Garcia, *La Protectora* "The Protector," Aug. 27, 2010,
<https://www.youtube.com/watch?v=RG0taXnVcpk>.

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26 ⁷² Id.

27 ⁷³ Id.

28 ⁷⁴ See <https://twitter.com/crusaderinvegas>.

1 c. Ms. Garcia's Extortionist Activities.

2 In reality, Ms. Garcia preys upon the Hispanic community by employing her scare tactics
3 to exploit and extort members of her own community. Persuaded by her "controversial brand of
4 citizen justice"⁷⁵ and false claims of being a lawyer, many have hired Ms. Garcia on a
5 contingency arrangement where Ms. Garcia will share in any money she is able to extort on
6 behalf of her "clients".

7 i. Garcia's Extortion on behalf of Cadenas.

8 Notwithstanding the release and declaration by Mr. Cadenas, Ms. Garcia continued to
9 call Ms. Thomas, introduced herself as La Protectora, claimed to be calling on behalf of Mr.
10 Cadenas, and attempted to extort \$10,000.⁷⁶ Specifically, Ms. Garcia threatened Ms. Thomas
11 with a complaint against to the Division.⁷⁷ When Ms. Thomas failed to give in to the scare
12 tactics, Mr. Cadenas' complaint followed.

13 ii. Ms. Garcia's Extortion on behalf of Mr. Gaitan.

14 For Mr. Gaitan, Ms. Garcia sent an email to Matt Emerson of Realty One Group, where
15 Ms. Thomas formerly worked.⁷⁸ In the email entitled, "FRAUD," Ms. Garcia accused Ms.
16 Thomas of forgery and fraud with regard to the Chasing Heart Agreement and alleged that Mr.
17 Gaitan lost \$3,825.⁷⁹ In the email, Ms. Garcia states that the Nevada Secretary of State website
18 shows that Orbis Financial Group is "registered to Carmen and her husband!"⁸⁰ This is
19 "BLATANT FRAUD . . ."⁸¹ Ms. Garcia proceeded to inform Mr. Emerson that "if Jose Gaitan is
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21 ⁷⁵ See Jude Joffe-Block, *'La Protectora' Confronts Scammers Who Prey on Immigrants*,
FRONTIERAS, Feb.23, 2012, <http://www.frontierasdesk.org/content/%E2%80%99la-protectora%E2%80%99-confronts-scammers-who-prey-immigrants>.

22 ⁷⁶ See Affidavit of Carmen Thomas – Cadenas (attached as Exhibit 46).

23 ⁷⁷ *Id.*

24 ⁷⁸ See Emails from Helena Garcia (attached as Exhibit 47).

25 ⁷⁹ *Id.*

26 ⁸⁰ *Id.* In fact, Ms. Thomas' husband was merely listed as the Registered Agent; See SOS Printout
27 (attached as Exhibit 48).

28 ⁸¹ *Id.*

1 not reimbursed all the money he has lost . . . I will *have him file a police report charging Carmen*
2 *Thomas with "obtaining monies under false pretenses!"*⁸² Ms. Garcia goes on to explain that she
3 will "give Carmen until Fri-Jan 24, 2013 to reimburse Mr. Gaitan or I will help him file criminal
4 charges at Metro against Carmen and whomever endorsed the money orders and file complaints
5 at GLVAR & the Division against Carmen & Realty One!..."⁸³ Ms. Garcia signed the email,
6 "Helena 'La Protectora' Garcia." When Ms. Thomas refused to give into Ms. Garcia's extortion,
7 the Gaitan complaint followed.

8 **iii. Ms. Garcia's Extortion on behalf of Mr. Vargas.**

9 Notwithstanding all of Ms. Thomas's efforts to accommodate Mr. Vargas who could not
10 obtain financing for multiple homes and still wanted to perform with his band at an international
11 soccer event, Mr. Vargas was apparently enticed by Ms. Garcia's promises of extortion. Like
12 the others, Ms. Garcia threatened Ms. Thomas that unless she paid \$10,000, a complaint would
13 be filed with the Division. Once again refusing to submit to the extortion, the Vargas Complaint
14 followed.

15 **III. DISCUSSION**

16 Ms. Thomas did not violate NRS 645 NRS 645 or NAC 645 in any of the three
17 Complaints because the disputed money was paid to Ms. Thomas for soccer-related transactions,
18 not real estate transactions; the claimants have provided no evidence of conversion,
19 commingling, fraud, or breach of fidelity by Ms. Thomas; and Helena Garcia perpetrated a
20 scheme to defraud Ms. Thomas through her influence on the Claimants. Each Complaint will be
21 addressed in turn.

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27 ⁸² Id.

28 ⁸³ Id.

1 A. **THE CADENAS COMPLAINT.**

2 The Cadenas Complaint alleges violations of NRS 645.630(1)(h), 645.630(1)(i), 645.633
3 (1)(h), 645.633 (1)(i); and NAC 645.605(1), 645.605(6), and 645.657.⁸⁴ Generally, these
4 provisions amount to allegations of conversion, failure to turn over funds to her broker, fraud,
5 and breaching her duty of absolute fidelity to Mr. Cadenas.

6 **I. The Cadenas Allegations of Conversion are False.**

7 Mr. Cadenas alleges that Ms. Thomas converted Mr. Cadenas money to her own personal
8 use in violation of NRS 645.630(1)(h). This is a false allegation because the money paid to Ms.
9 Thomas for the Food Cart Transaction was solely for Mr. Cadenas to sell corn at a soccer
10 tournament.⁸⁵ Indeed, Mr. Cadenas signed a complete release and acknowledgement of his full
11 refund,⁸⁶ which was the only money Mr. Cadenas ever paid directly to Ms. Thomas.⁸⁷

12 Ms. Thomas never received money associated with the Pecan Purchase Agreement.⁸⁸ As
13 shown by the disbursement summary of Capella, Mr. Cadenas wired both his earnest money
14 deposit and down payment directly to Wells Fargo Bank.⁸⁹ As plainly acknowledged by Mr.
15 Cadenas, Ms. Thomas refunded the money paid by Mr. Cadenas and Ms. Santos for the Food
16 Cart Transaction.⁹⁰ Therefore, there is no violation of NRS 645.630(1)(h) by Ms. Thomas with
17 regard to the Pecan Property Transaction.

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21 -----
22 ⁸⁴ See Complaint of Manuel Cardenas.

23 ⁸⁵ See Manuel Cadenas Release (attached as Exhibit 22).

24 ⁸⁶ Id.

25 ⁸⁷ See Affidavit of Carmen Thomas – Cadenas (attached as Exhibit 46).

26 ⁸⁸ Id.

27 ⁸⁹ See Castle Law Group Disbursements Summary (attached as Exhibit 19).

28 ⁹⁰ See Manuel Cadenas Release (attached as Exhibit 22).

1 Mr. Cadenas further alleges that Ms. Thomas failed to place his deposit for the Pecan
2 Purchase Agreement in Mr. Caldwell's custody and failed to turn over Mr. Cadenas' deposit to
3 the escrow company within one business day in violation of NRS 645.630(1)(i) and NAC
4 645.657. In truth, both the earnest money deposit of \$1,500 and the down payment of
5 \$31,482.81 for the Pecan Purchase Agreement were wired directly from Mr. Cadenas to the
6 Escrow Agent.⁹¹ Therefore, Ms. Thomas never received funds related to the Pecan Purchase
7 Agreement.⁹² Further, Ms. Thomas never turned over the Food Cart Transaction money to her
8 broker, as it was entirely unrelated to the Pecan Purchase Agreement and solely for the purpose
9 of selling corn at a soccer event.⁹³ Therefore, there is no violation of NRS 645.630(1)(i) or NAC
10 645.657 by Ms. Thomas with regard to the Pecan Property Transaction.

11 **2. The Cadenas Allegations of Fraud are False.**

12 Mr. Cadenas alleges that Ms. Thomas engaged in fraud, in violation of NRS
13 645.633(1)(i) and NAC 645.605(1). But because the money paid to Ms. Thomas from Mr.
14 Cadenas was for the Food Cart Transaction,⁹⁴ no such fraud existed. Furthermore, as
15 acknowledged by Mr. Cadenas in his Release, Ms. Thomas disclosed to him that the money
16 placed in escrow could be at risk.⁹⁵ Despite his awareness of the risk, Mr. Cadenas still
17 proceeded to wire his earnest money deposit and down payment directly to Capella.⁹⁶

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23 ⁹¹ See Castle Law Group Disbursements Summary (attached as Exhibit 19).

24 ⁹² See Manuel Cadenas Release (attached as Exhibit 22).

25 ⁹³ Id.

26 ⁹⁴ Id.

27 ⁹⁵ Id.

28 ⁹⁶ See Castle Law Group Disbursements Summary (attached as Exhibit 19).

1 As further acknowledged in his Release, Mr. Cadenas had two entirely separate
2 transactions with Ms. Thomas.⁹⁷ It was not until Mr. Cadenas encountered Ms. Garcia that he
3 conflated the Food Cart Transaction with the Pecan Purchase Agreement, an allegation devised
4 by Ms. Garcia to defraud Ms. Thomas. Accordingly, Ms. Cadenas has provided no evidence of
5 fraud by Ms. Thomas; and Ms. Thomas did not violate NRS 645.633(1)(i) or NAC 645.605(1).

6 **3. The Cadenas Allegations of Breach of Fidelity are false.**

7 Mr. Cadenas alleges that Ms. Thomas breached her obligation of absolute fidelity to Mr.
8 Cadenas' interest in violation of NRS 645.633(1)(i) and NAC 645.605(6). As shown by the
9 money orders received from Mr. Cadenas made payable to Orbis Group, Ms. Thomas only
10 received four \$1,000 money orders for the Food Cart Transaction,⁹⁸ which was acknowledged
11 by Mr. Cadenas as fully refunded.⁹⁹

12 Ms. Thomas did not receive any money directly from Mr. Cadenas for the Pecan Property
13 transaction, and did not receive any money orders from Ms. Cadenas for an appraisal or home
14 inspection.¹⁰⁰ Ms. Thomas protected and promoted the interests of Mr. Cadenas at all times
15 during the Pecan Property transaction, treating Mr. Cadenas honestly at all times. Indeed, Ms.
16 Thomas' performance demonstrates continued efforts to help Mr. Cadenas purchase the Pecan
17 Property and also to help Mr. Cadenas cancel the transaction. Further, Ms. Thomas took all
18 steps necessary to explain the agreements to Mr. Cadenas and helped Mr. Cadenas obtain a loan
19 with a lower interest rate. Therefore, Ms. Thomas did not violate NRS 645.633(1)(i) or NAC
20 645.605(6).

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24 ⁹⁷ See Manuel Cadenas Release (attached as Exhibit 22).

25 ⁹⁸ See Money Orders for Food Carts (attached as Exhibit 12).

26 ⁹⁹ See Cadenas' Acknowledgements of Refund (attached as Exhibit 22).

27 ¹⁰⁰ Id. The money orders were for the Food Cart Transaction, and the Pecan Purchase was
28 funded by wire transfers.

1 None of the funds were delivered to Ms. Thomas or ever in her possession.¹⁰⁸ Therefore, there is
2 no violation of NRS 645.630(1)(h), 645.630(1)(i) and/or NAC 645.657 by Ms. Thomas with
3 regard to the Chasing Heart Purchase Agreement.

4 **2. The Gaitan Allegations of Fraud are False.**

5 Mr. Gaitan also alleges that Ms. Thomas committed fraud in her dealings with Mr. Gaitan
6 with regard to the Chasing Heart Agreement, in violation of NRS 645.633(1)(h) and NAC
7 645.605(1). There is no evidence of fraud in either the soccer transaction or the real estate
8 transaction between Ms. Thomas and Mr. Gaitan. Mr. Gaitan paid \$2,400 to Orbis Financial and
9 Orbis Entertainment Group for the promotion of an international soccer event.¹⁰⁹ Ms. Thomas
10 promptly returned the funds to Mr. Gaitan when necessary, as confirmed by Mr. Gaitan in his
11 Release of Liability.¹¹⁰

12 It was not until January 2014 that Mr. Gaitan alleged fraud by Ms. Thomas. Ms. Thomas
13 ethically fulfilled all of her obligations as a real estate salesperson with regard to the Chasing
14 Heart Property, including obtaining signatures on the Consent to Act form, as required when
15 representing both parties.¹¹¹ Further, Mr. Gaitan alleged that Ms. Thomas gave him a check for
16 \$1,000; however, Mr. Gaitan's earnest money deposit of \$1,000 was directly refunded from
17 Nations Title Company.¹¹² Therefore, there is no violation of NRS 645.633(1)(h) or NAC
18 645.605(1) by Ms. Thomas.

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24 ¹⁰⁸ See Affidavit of Carmen Thomas - Gaitan (attached as Exhibit 49).

25 ¹⁰⁹ See Release of Liability (attached as Exhibit 25).

26 ¹¹⁰ Id.

27 ¹¹¹ See Chasing Heart Way Consent to Act Form (attached as Exhibit 27).

28 ¹¹² See Nations Title Refund Check (attached as Exhibit 31).

1 3. The Gaitan Allegations of Bad Faith are False.

2 Mr. Gaitan also alleges that Ms. Thomas breached her obligation of absolute fidelity to
3 Mr. Gaitan's interest in violation of NAC 645.605(6). Although Ms. Thomas represented both
4 parties in the Chasing Heart Transaction, in accordance with her obligation under the Consent to
5 Act form, she ensured that Mr. Gaitan received his full earnest money deposit of \$1,000 back
6 from Nations Title Company.¹¹³ Further, Mr. Gaitan's investment in the soccer event of \$2,400
7 was completely unrelated to the Chasing Heart Purchase Agreement. Therefore, there is no
8 violation of NAC 645.605(6) by Ms. Thomas with regard to the Chasing Heart Purchase
9 Agreement.

10 C. **THE VARGAS COMPLAINT.**

11 The Vargas Complaint alleges violations of NRS 645 and NAC 645.¹¹⁴ Like the previous
12 complaints, these charges amount to allegations of conversion, commingling, failure to turn over
13 funds to her broker, fraud, failure to exercise reasonable skill and failing to provide paperwork to
14 her broker within the proper timeframe.

15 1. The Vargas Allegations of Conversion and Commingling are False.

16 Mr. Vargas paid Ms. Thomas \$5,000 for the performance of his music band at a soccer
17 event, which Ms. Thomas promoted, to be held on June 11, 2011.¹¹⁵ As described in his letter
18 dated June 2, 2011, Mr. Vargas was desperate for Ms. Thomas' assistance, both in the promotion
19 of his band, as well as in his multiple attempts to purchase real estate.¹¹⁶ Ms. Thomas refunded
20 the entire \$5,000 to Mr. Vargas upon the cancellation of his band's agreement to perform at the
21 soccer event.¹¹⁷

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24 ¹¹³ Id.

25 ¹¹⁴ See Complaint of Santiago Vargas, Jr.

26 ¹¹⁵ See Vargas Letter to Ms. Thomas (attached as Exhibit 32).

27 ¹¹⁶ Id.

28 ¹¹⁷ See Affidavit of Carmen Thomas re: Vargas (attached as Exhibit 33).

1 Mr. Vargas alleges that Ms. Thomas commingled Mr. Vargas's money with her own
2 funds, converted Mr. Vargas' money to her own personal use, and failed to place funds in her
3 broker's custody as soon as possible, in violation of NRS 645.630(1)(c), 645.630(1)(h) and
4 645.630(1)(i). Ms. Thomas did not commingle or convert Mr. Vargas' funds with her own
5 because the \$1,000 earnest money deposit for purchase of the Cloverleaf Property was deposited
6 with Fidelity National Title Agency of Nevada ("Fidelity National").¹¹⁸ In accordance with the
7 Cancellation Instructions, Fidelity National returned the \$1,000 earnest money deposit to Mr.
8 Vargas.¹¹⁹ Likewise, the \$1,000 earnest money deposit for the purchase of the Utah Property
9 was deposited with Ticor Title of Nevada ("Ticor Title").¹²⁰ Once again, due to Mr. Vargas'
10 inability to obtain financing, the Cancellation Instructions for the Utah Property instructed Ticor
11 Title to release the \$1,000 earnest money deposit to Mr. Vargas.¹²¹ Although Mr. Vargas' offer
12 on the Deer Valley Property was accepted by the seller, Mr. Vargas changed his mind and never
13 paid an earnest money deposit.¹²² Therefore, Mr. Vargas never paid money to Ms. Thomas with
14 regard to any real estate transactions.¹²³ As a result, there is no violation of NRS 645.630(1)(c),
15 645.630(1)(h) or 645.630(1)(i) by Ms. Thomas with regard to the any of the real estate
16 transactions associated with Mr. Vargas.

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23 ¹¹⁸ See Vargas EMD to Fidelity for Cloverleaf Purchase Agreement (attached as Exhibit 50).

24 ¹¹⁹ See Cloverleaf Cancellation Instructions (attached as Exhibit 38).

25 ¹²⁰ See Utah Cancellation Addendum and Return of EMD Funds (attached as Exhibit 41).

26 ¹²¹ Id.

27 ¹²² See Affidavit of Carmen Thomas re: Vargas (attached as Exhibit 33).

28 ¹²³ Id.

1 **2. The Vargas Allegations of Fraud are False.**

2 Mr. Vargas alleges that Ms. Thomas committed fraud by submitting forged documents to
3 the Division, in violation of NRS 645.633(1)(i) and NAC 645.605(11)(d).¹²⁴ Mr. Vargas' claim
4 of fraud is completely unsubstantiated; not a single piece of evidence by Mr. Vargas
5 demonstrates fraud. Mr. Vargas' letter to Carmen Thomas, dated June 2, 2011, was notarized,
6 confirming the validity of Mr. Vargas' execution of the letter.¹²⁵ As evidenced by Mr. Vargas'
7 letter and his repeated unsuccessful attempts to obtain financing for the purchase of real estate,
8 Mr. Vargas was especially desperate and financially unstable—resulting in his willingness to
9 accuse Ms. Thomas of forgery, thereby playing into the hands of Ms. Garcia's scheme to defraud
10 Ms. Thomas. Therefore, there is no violation of NRS 645.633(1)(i) or NAC 645.605(11)(d) by
11 Ms. Thomas with regard to Mr. Vargas' real estate transactions.

12 **3. The Vargas Allegations of Failure to Exercise Reasonable Skill are**
13 **False.**

14 Mr. Vargas alleges that Ms. Thomas failed to exercise reasonable skill and care when
15 arranging for an alleged home inspection of the Cloverleaf Property, in violation of NRS
16 645.252(2). In fact, Mr. Vargas hired and paid Santiago Tavera \$400 for a home repair in a
17 transaction entirely separate from the soccer transaction or the Cloverleaf Purchase
18 Agreement.¹²⁶ Santiago Tavera is a handyman, who Mr. Vargas hired, despite the fact that he is
19 not a home inspector.¹²⁷ Ms. Thomas had no involvement in the private transaction between Mr.
20 Vargas and Santiago Tavera.¹²⁸ Therefore, there is no violation of NRS 645.252(2) by Ms.
21 Thomas with regard to an alleged home inspection of the Cloverleaf Property.

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24 ¹²⁴ See Complaint of Santiago Vargas, Jr.

25 ¹²⁵ See Vargas Letter to Ms. Thomas (attached as Exhibit 32).

26 ¹²⁶ See Affidavit of Carmen Thomas re: Vargas (attached as Exhibit 33).

27 ¹²⁷ Id.

28 ¹²⁸ Id.

1 4. The Vargas Allegations of Failure to Provide Paperwork are False.

2 Mr. Vargas alleges that Ms. Thomas failed to provide paperwork to her broker, within
3 five days, in violation of NAC 645.650(2). Mr. Vargas has provided no evidence of his claim
4 that Ms. Thomas failed to provide paperwork to her broker within five days. In fact, the only
5 purchase offers made by Mr. Vargas that were accepted by the seller were the offers for the
6 Cloverleaf Property, the Utah Property and the Deer Valley Property, all of which Ms. Thomas
7 turned over the necessary paperwork to her broker within the required timeframe. Therefore,
8 there is no violation of NRS NAC 645.650(2) by Ms. Thomas with regard to Mr. Vargas' real
9 estate transactions.

10 D. **THE HELENA GARCIA FACTOR.**

11 In each of the circumstances described in the Complaints, the claimants were excited for
12 the opportunity to participate in the soccer events promoted by Ms. Thomas and receive her
13 assistance to purchase real estate. Curiously, the allegations of Ms. Thomas' unsatisfactory work
14 did not arise until the Claimants became involved with Ms. Garcia. In fact, Ms. Garcia's threats
15 and extortion of Ms. Thomas were not hollow--she followed through by enticing each claimant
16 to file the Complaints which are consistent with the behavior illustrated in her videos and the
17 articles describing her unprofessional and hostile tactics.¹²⁹

18 As demonstrated in the article, *'La Protectora' Confronts Scammers Who Prey on*
19 *Immigrants,* Ms. Garcia has a reputation for extortion disguised as acting as the "Protector" of
20 vulnerable Hispanic members of the community. In fact, the conclusory allegations of fraud,
21 commingling and conversion in each of the Complaints are a direct result of Ms. Garcia's
22 manipulation of each of the Claimants and her enticement of the potential of money awards if
23 they could convince the Division of violations by Ms. Thomas. Unfortunately, Ms. Garcia, aware
24 of the vulnerability of each Claimant, took the opportunity to exploit the Claimants for
25 furtherance of her own questionable reputation and financial gain.

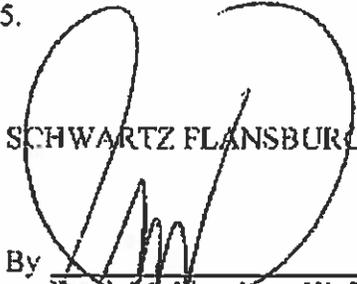
26 ¹²⁹ See Affidavit of Carmen Thomas – Cadenas (attached as Exhibit 46). See also See Jude Joffe-
27 Block, *'La Protectora' Confronts Scammers Who Prey on Immigrants*, FRONTERAS, Feb.23,
28 2012, <http://www.fronterasdesk.org/content/%E2%80%98la-protectora%E2%80%99-confronts-scammers-who-prey-immigrants>; Helena Garcia, *La Protectora "The Protector,"* Aug. 27, 2010, <https://www.youtube.com/watch?v=RG0taXnVcpk>.

1 **IV. CONCLUSION**

2 Ms. Thomas is not guilty of any violations under NRS or NAC with regard to the
3 allegations in the Complaints. Instead, Ms. Garcia took advantage of the dual transactions
4 between Ms. Thomas and each claimant, enticing the claimants with the lure of recovery of
5 \$10,000 per violation if they could convince the Division of Ms. Thomas' wrongdoing. Were it
6 not for Ms. Garcia's intervention, none of the Complaints would have been filed. Further, Ms.
7 Garcia employed her usual tactics of threats and extortion to use Ms. Thomas' for her own
8 personal gain and further her perception in the Las Vegas Hispanic community as 'La
9 Protectora.' All money received from the claimants by Ms. Thomas was solely for soccer
10 transactions, entirely separate and unrelated to any real estate transactions discussed in the
11 Complaints. Furthermore, for every cancelled soccer transaction between Ms. Thomas and the
12 Claimants, Ms. Thomas returned the funds paid to Orbis in a timely manner. Because Ms.
13 Thomas did not violate the NRS and NAC provisions referenced in the Complaints, the
14 Complaints should be dismissed.

15 Dated this 31 day of August, 2015.

16
17 SCHWARTZ FLANSBURG PLLC

18
19 By 

20 Frank M. Flansburg III, Esq.
21 Nevada Bar No. 3974
22 Brian Blankenship, Esq.
23 Nevada Bar No. 11522
24 6623 Las Vegas Blvd. South, Suite 300
25 Las Vegas, Nevada 89119
26 Attorneys for Carmen Thomas
27
28

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **OMNIBUS ANSWERING BRIEF TO COMPLAINTS** was submitted via electronic mail on the 1st day of September, 2015 to:

Via Email: kkizer@ag.nv.gov

Keith E. Kizer, Esq.

Deputy Attorney General

State of Nevada

555 E. Washington Avenue, Suite 3900

Las Vegas, NV 89101

I further certify that, on September 9, 2015, I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

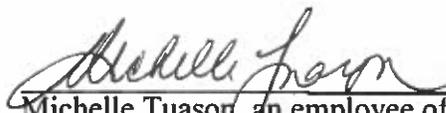
Nevada Department of Business and Industry

Real Estate Division

Attn: Joseph R. Decker, Administrator

2501 East Sahara Avenue

Las Vegas, Nevada 89104-4137



Michelle Tuason, an employee of
Schwartz Flansburg PLLC

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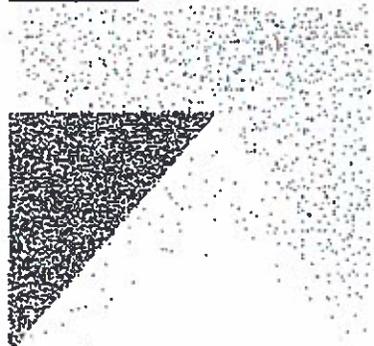
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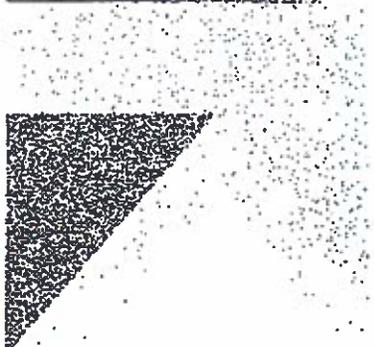
Carmen Thomas

Real Estate Agent at Park Place Realty

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Carmen Thomas

Real Estate Agent at Park Place Realty

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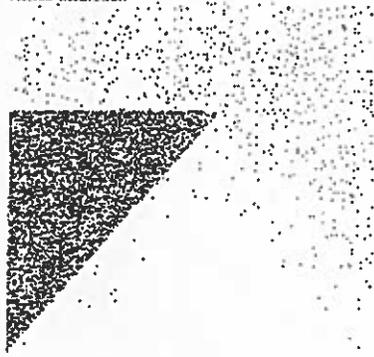
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Hi Carmen Thomas, I see your profile on HomeLight and I'd like to schedule a time to talk.		
<input type="button" value="Send"/> <input type="button" value="Cancel"/>		

Agent Performance

Sale Price / List Price

Carmen

106%

Average

96%

Carmen

Sells for Top Dollar

, ranking in the top

4%

of 8,032 agents.

Single Family Homes Sold

Carmen

70

Average

7

Carmen is a

Single Family Home Expert

, ranking in the top

13%

of 8,032 agents.

About Carmen Thomas

Carmen Thomas is a licensed real estate agent in Nevada and is currently with Park Place Realty in Las Vegas. Carmen's coverage area includes Las Vegas, North Las Vegas, Sunrise Manor, Spring Valley, Paradise and Henderson. HomeLight ranks Carmen as one of the top 4% of agents who sell homes for top dollar and as one of the top 13% of agents for single family homes.

Our database shows that Carmen has completed 71 transactions since 2009, representing the buyer in 97% of those transactions and the seller in 3% of them. Carmen has transacted in Las Vegas more than any other area helping to buy or

sell 26 homes including a 3 bedroom, 2.0 bathroom single family home on November 28, 2012 which sold for \$124,000 and a 4 bedroom, 1.0 bathroom single family home on July 03, 2009 which sold for \$190,000.

About Carmen Thomas

Carmen Thomas is a licensed real estate agent in Nevada and is currently with Park Place Realty in Las Vegas. Carmen's coverage area includes Las Vegas, North Las Vegas, Sunrise Manor, Spring Valley, Paradise and Henderson. HomeLight ranks Carmen as one of the top 1% of agents who sell homes for top dollar and as one of the top 1% of agents for single family homes.

Our database shows that Carmen has completed 71 transactions since 2009, representing the buyer in 97% of those transactions and the seller in 3% of them. Carmen has transacted in Las Vegas more than any other area helping to buy or sell 26 homes including a 3 bedroom, 1.0 bathroom single family home on November 28, 2012 which sold

Save/Cancel

Carmen Thomas's Selected Transactions

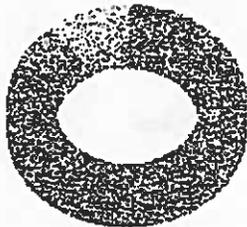
Real Estate Sales by Year

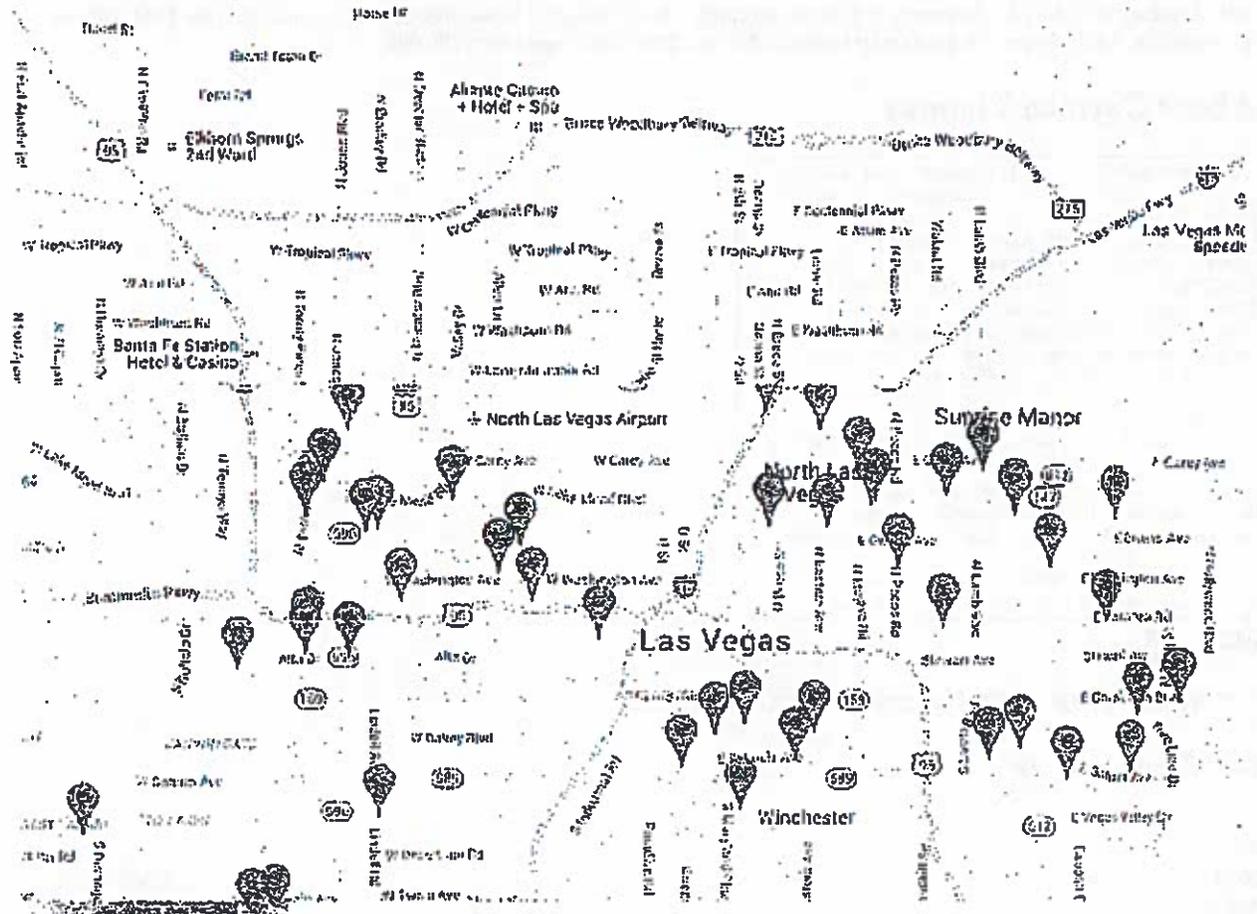
- 2011
- 2012
- 2013
- 2014
- 2015

Real Estate Sales by City

37%

took place in Las Vegas



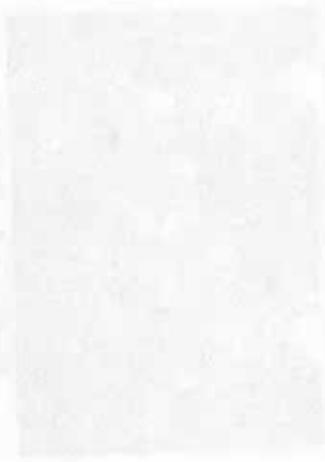


\$48,000	North Las Vegas, NV	Single Family Home 4 Bed/1 Bath
\$150,000	North Las Vegas, NV	Single Family Home 4 Bed/3 Bath
\$115,000	Las Vegas, NV	Single Family Home 4 Bed/2 Bath
\$123,000	Las Vegas, NV	Single Family Home 5 Bed/2 Bath

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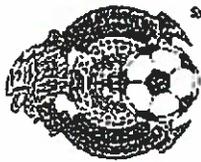
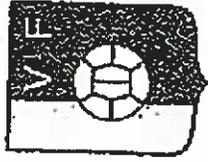
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EXHIBIT 2

La Selección de todos los

Llega a Las Vegas

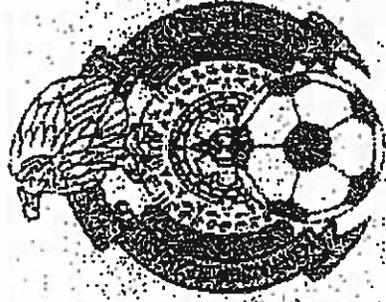
MEXICO VENEZUELA



June 11, 2011
Saturday 8PM

Copa América record

Year	Round	GP	W	D	L	GS	GA
1989	Runner-up	6	2	2	2	9	7
1995	Quarter-Final	4	1	2	1	5	4
2001	Runner-up	6	3	1	2	5	3
2004	Quarter-Final	4	2	1	1	5	7
2011	Invited						
Total		38	17	10	11	55	44



Nicknames: "El Ticoch" (The Ticoch), El Titi

Association: Federación Mexicana de Fútbol (Mexican Football Federation)

Confederation: CONCACAF (North America)

Head coach: José Manuel de la Torre

Captain: Rafael Márquez

Most caps: Claudio Suárez (178)

Top scorer: Javier Hernández (46)

Home stadium: Estadio Azteca

FIFA code: MEX

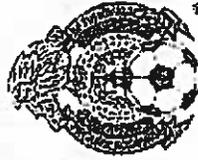
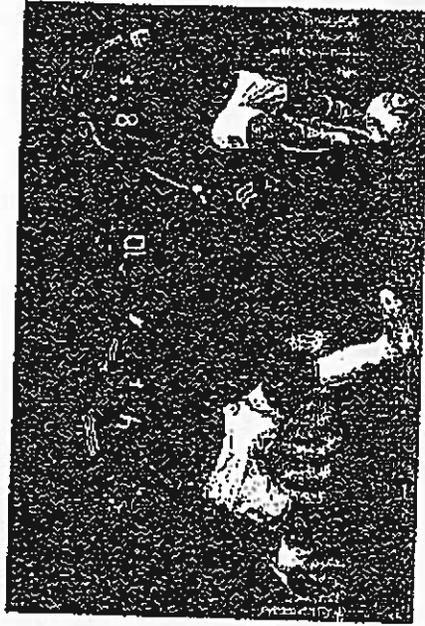
FIFA ranking: 28

Highest FIFA ranking: 4 (May–June 2006)

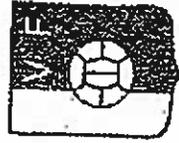
Lowest FIFA ranking: 38 (July 2009)

Elo ranking: 12

Highest Elo ranking: 6 (July 2006)

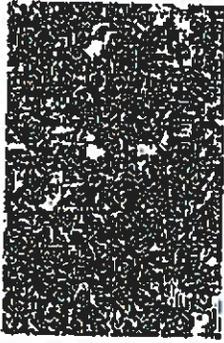


WS



The Mexican national football team represents Mexico in association football and is governed by the Mexican Football Federation (FMF), the governing body for football in Mexico. Mexico's home stadium is Estadio Azteca and their head coach is José Manuel de la Torre. The team is currently ranked 27th in the FIFA World Rankings¹ and 12th in the World Football Elo Ratings.²

Mexico are historically the most successful national team in the CONCACAF region, as they are the only team from the region to win an official FIFA recognized title. They hold one FIFA Confederations Cup, eight CONCACAF championships including five CONCACAF Gold Cups, one North American Nations Cup and two NAFC Championships. Although Mexico is under the jurisdiction of CONCACAF, the national football team has been regularly invited to compete in the Copa América since Ecuador 1993 finishing as runner-up twice and obtaining the third place medal on three occasions.



Sponsor Promotional Shared Campaign

Stations	Spots
	90 50 x :30's
	100 x :30's
	75 x :30's
	75 x :30's
Snipes:	30 x :10's
	30 x :30's
	50 x :30's
	30 x :30's

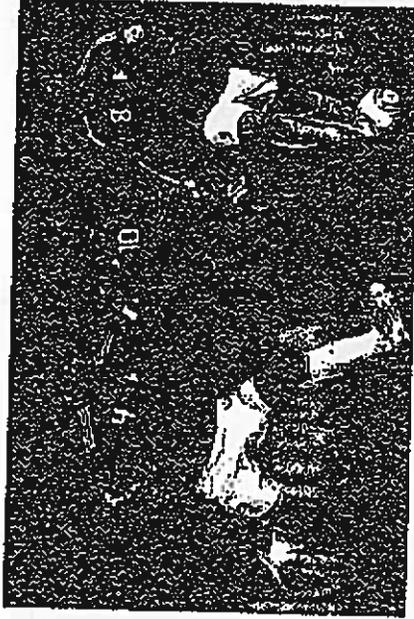
Stations	Spots
> Univision Radio	40 x :60's
> Entravision	60 x :60's
> Lotus Radio	40 x :60's
	60 x :60's
	40 x :60's
	60 x :60's



440 Television & 300 Radio Spots:

Total 740 Signature _____

Date ___/___/2011



Summary

Summary of Mexico vs Venezuela Elements:

Three Hundred (300x) :30 TV Spots

Two Hundred Forty (240x) :60 Radio Spots

Thirty (30x) :10's TV Snipes

Twenty Thousand (20k) Flyers

Two Hundred (200x) Posters

Fifty Thousand (50k) on Print Circulation

Display on site banners

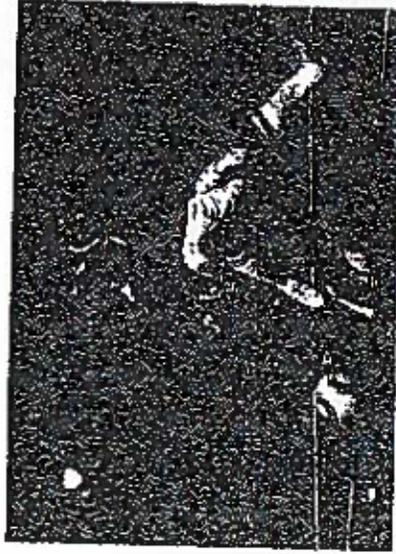
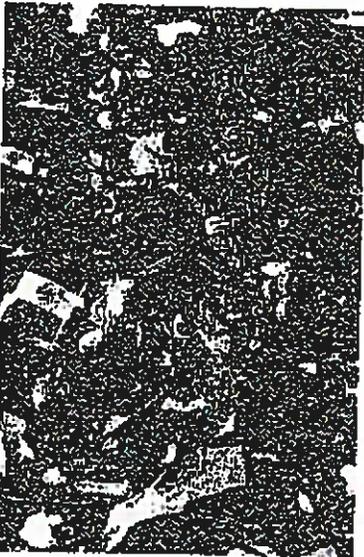
Goal Sponsor Challenge

Sponsor mentions during the game *Goal brought to you by

Value of the Package: \$36,000

Mexico vs Venezuela Investment: \$15,500

(signed: _____)



Sponsor Promotional
Shared Campaign

Schedule Weeks	TV Schedule (Regular Schedule):30's	Radio Schedule (Regular Schedule) (:60sec)	MNT Snipes (:10)	Posters	Flyers	Print	Circulation
5/23 - 5/29	120	80	10	200	5000	El Mundo Newspaper	25,000
5/30-6/05	140	100	10		5000	Prensa Latina	15,000
6/6-6/11	150	120	10		10000	El Semanario	10,000
TOTALS:	410	300	30	200	20000		

440 Television & 300 Radio Spots:

Total 740



Orbis Group



- Our goal is to become the number 1 agency to support soccer and create supper stars and have them succeed.



COPA AMERICA ARGENTINA 2011

Argentina Wins a Historic Treble
When the Copa America took place in Ecuador for the first time,
Argentina achieved their greatest feat amongst all the national teams
in the continent, winning the Copa America for the third time in
succession, a historic achievement that hasn't been equaled to date.
Managed by Guillermo Stabile, the Argentinians won six matches and
drew just once en route to the title, as they did in 1945 and 1946.

▪ THIS IS THE EVENT
OF THE YEAR.

- For the first time our city host an international soccer match, that will bring the attention to our city.
- We are expecting 35,000 people at this event.

MINIMUM VALUE: \$10,000.00

Package Including :

- 20 tickets to giveaway to clients.
- 2 VIP first row tickets.
- 1 (1 hour) remote with a radio station.
- Placement of 1 banner inside of Sam Boyd Stadium
- Live mentions on radio station .
- Elements for Promotion...The Sponsor's name will be tagged to all promos
- 260 Promos +

June 11, 2011
Saturday 8:00 pm

By signing, I agree to the standard terms and conditions of Orbis Financial Group. Package cannot be altered. Station will rotate package commercial equally if possible, unless individual time -periods have been sold out at Rate Card rates.

Client Signature date

Orbis group.

Orbis Group



- Our goal is to become the number 1 agency to support soccer and create supper stars and have them succeed.

Orbis Group



Mexico vs Venezuela



COPA AMERICA ARGENTINA 2011

Argentina Wins a Historic Treble

When the Copa America took place in Ecuador for the first time, Argentina achieved their greatest feat amongst all the national teams in the continent, winning the Copa America for the third time in succession, a historic achievement that hasn't been equaled to date. Managed by Guillermo Stabile, the Argentines won six matches and drew just once en route to the title, as they did in 1945 and 1946.

SAM BOYD STADIUM

Las Vegas, Nevada



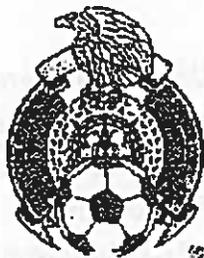
MEXICO VS VENEZUELA

SABADO 11 DE JUNIO 8:00 PM



VENTA DE BOLETOS

UNLV-TICKETS.COM | THOMAS & MACK CENTER | COX PAVILION
739-FANS | TOWN SQUARE | STATION CASINOS
702-368-1610 | 702-460-1406



fútbol en México.

La Federación Mexicana de Fútbol se fundó el 23 de agosto de 1927. El señor Humberto Garza Ramos, ex jugador y directivo del equipo México, fue su primer presidente. Desde esa fecha, es el organismo encargado de promover, organizar, dirigir, difundir, y supervisar las competencias de

La Federación Mexicana de Fútbol pertenece a la Confederación Norte Centroamérica y Caribe de Fútbol CONCACAF, quien a su vez es miembro de la Federación Internacional de Fútbol Asociación FIFA. Motivo por el cual debe respetar los estatutos, objetivos e ideales del organismo rector del fútbol mundial.

La época profesional del fútbol mexicano inició en 1943, aunque previo a eso, en los años treinta existía la Liga Mayor que agrupaba a los equipos de gran tradición en el Distrito Federal: América, Asturias, Atlante, España, Marte y Necaxa, y de donde salieron grandes ídolos nacionales.

En la actualidad, la Federación Mexicana de Fútbol está constituida por cuatro divisiones profesionales (Primera División Profesional, Liga de Ascenso, Segunda y Tercera División), así como por el Sector Aficionado; cada una de las divisiones con reglamentos de competencia y torneos diferentes.

Historia de la selección Mexicana.

La primera Selección Mexicana de Fútbol se formó en 1923 y la primera participación en un evento Internacional se dio en la Olimpiada de 1928 en Ámsterdam. El rival era España y se perdió por un marcador de siete a uno. El primer campeonato del mundo se jugó en Montevideo, Uruguay en 1930 y México enfrentó a Francia en el encuentro inaugural. El partido se desarrolló en el estadio Pocitos del Club Peñarol y se perdió cuatro a uno. El segundo juego fue contra Chile, en el Parque Central, casa del Nacional y México cayó al son de tres goles a cero. El último encuentro disputado fue contra Argentina en el Centenario y se perdió seis a tres.

La cabeza del organismo es la Presidencia, seguida del Comité Ejecutivo y en el ámbito administrativo de la Secretaría General que se soporta en cuatro direcciones generales: Administración y Finanzas, Comercialización, Deportiva y Selecciones Nacionales. La Dirección General de Selecciones Nacionales tiene a su cargo la organización y coordinación de los representativos mexicanos de fútbol.

Las Selecciones Nacionales se separan en dos ramas: Varonil y Femenil. A su vez divididas en las siguientes categorías: Selección Mayor, Selección Olímpica, Selección Sub-20, Selección Sub-17 y Selección Sub-15.

La Selección Nacional ya suma más de 85 años de historia. La FMF aquilata este tiempo como lo más valioso del mundo del deporte y, sobre todo, da cuenta del alcance y pasión por el balompié en nuestro país.

El Fútbol en Venezuela.



El fútbol llegó a Venezuela, como a muchos países del mundo con los ingleses, quienes con el deseo de explotar la minería y el caucho por los altos del río Orinoco se entretenían jugando con un balón, en los peñaderos de la zona, en los pocos ratos libres de su dura existencia, sobre finales del siglo XIX.

Este primer encuentro de fútbol del cual se tiene noticia, hasta la fecha, en Venezuela, fue organizado por un maestro galés de nombre A.W. Simpson, quien trabajaba para las compañías explotadoras del oro en la región con la participación de trabajadores ingleses, franceses y trinitarios. El resultado no se supo nunca, lo importante es que para la historia, ese fue el primer encuentro de fútbol en Venezuela...

A partir de 1920 se empezaron a organizar los primeros campeonatos en Caracas con una gran cantidad de equipos de poca duración, como el Arizona, Nacional City, Filadelfia, New Orleans, Centro Atlético, Caracas SC, Olímpico y el América.

Para el año 1922 se une el Venzóleo (Foto) que fue fundado en 1920 y para 1923 se incorporan oncenas de La Guaira y Los Teques, tales como el Vargas (Maiquetía), el Royal (La Guaira) y el colegio San José de Los Teques. El crecimiento de equipos sin nivel de categoría y la dificultad para organizar los encuentros oficiales conlleva a crear el "Alto Tribunal de Foot Ball".

Nace la Federación de Fútbol.

El auge del fútbol en Caracas motivó a los dirigentes del "Alto Tribunal de Honor" y de los equipos capitalinos a la conformación de la Federación Nacional de Fútbol en 1925.

El 1º de diciembre se efectuó una reunión a la que asistieron representantes del Centro Atlético, Venezoleo, Venezuela, Caracas Sport, Barcelona, Loyola, Unión, Nueva Esparta, Alianza, Campeador y Libertad, y se eligió la Junta Directiva resultando electo como Presidente el Capitán Juan Jones Parra, vicepresidente Víctor Brito Alfonzo, Secretario Padre Feliciano Gastamiza (Foto) y Tesorero Henry Rodemaker..

La falta de una estructura organizativa llevó a desaparecer a la Federación Nacional y esta dio paso a la Liga Venezolana de fútbol en 1932, la cual funcionó hasta finales de 1938. Para 1939 se nombra la Asociación Nacional de Fútbol. En 1951 se inicia el nuevo cambio organizativo del balompié nacional y se constituye la actual Federación Venezolana de Fútbol la cual recibe el reconocimiento de la FIFA y el Comité Olímpico Venezolano a finales del mes de noviembre.

Así se conoce el comenzó la Federación Venezolana de Fútbol.

LISTA PREELIMINAR PARA COPA AMERICA POR LA SELECCIÓN DE VENEZUELA

Renny Vega	Caracas FC	portero
Dani Hernández	Murcia	portero
Gabriel Cichero	Newell's	defensor
Roberto Rosales	Twente	defensor
Grenndy Perozo	Boyacá Chicó	defensor
William Díaz	Zamora FC	defensor
Alexander González	Caracas FC	defensor
Luis Manuel Seljas	Santa Fe	defensor
Tomás Rincón	Hamburgo	medio
Francisco Flores	CD Lara	medio
Edgar Jiménez	Caracas FC	medio
César González	Gimnasia y Esgrima	medio
Franklín Lucena	Caracas FC	medio
Ángelo Peña	Caracas FC	medio
Jesús Meza	Zamora FC	medio
Yohandry Orozco	Wolfsburgo	atacante

Alejandro Moreno	Chivas USA	atacante
Giancarlo Maldonado	Allante	atacante
Nicolás Fedor	Getafe	atacante
Guerra Alejandro	Deportivo Arizategui	medio
Giacomo DiGiorgi	Deportivo Arizategui	medio
Juan Arango	Borussia de M.	medio
Daniel Arismendi	Deportivo Arizategui	atacante
Chourio Angel	Real Esppor	medio
Juan Fuenmayor	Deportivo Arizategui	defensa
Tuñez Andres	Celta de Vigo	defensa

DT. CÉSAR FARÍAS

Participación de México en Copa América

Desde 1993, CONMEBOL invita a dos selecciones de fútbol que no pertenecen a la confederación.

La primera participación de México fue en la **Copa América 1993**. Compartió el grupo C con Colombia, Argentina y Bolivia. Paso a cuartos de final como uno de los mejores terceros lugares. Le ganó a Perú 4-2 el 27 de junio de 1993 y en semifinales a Ecuador 2-0 permitiendo con esto pasar a la gran final, quedando en segundo lugar al ser derrotado ante su similar de Argentina.

La segunda participación llega en la siguiente emisión de la **Copa América 1995**, ahora compartiría grupo con Uruguay, Paraguay y Venezuela. Como en la edición anterior, México pasa a cuartos de final como el mejor tercer lugar. Enfrenta a Estados Unidos; tras quedar el marcador empatado, México es derrotado en la tanda de penales 4-2.

Llega la **Copa América 1997**, y con ella la tercera participación de la Selección Mexicana. En esta ocasión comparte el grupo C con Brasil, Colombia y Costa Rica. Pasa a la siguiente ronda como el segundo lugar del grupo, solo por debajo de Brasil. Enfrenta a Ecuador en cuartos de

final y lo vence 4-3 (penales), pero es truncado su camino hacia la Copa al ser derrotado en semifinales por Bolivia.

Copa América 1999, cuarta participación de la Selección Mexicana. México comparte el grupo B con Brasil, Chile y Venezuela. Con 6 puntos (segundo lugar del grupo) pasa a la siguiente ronda enfrentando en cuartos de final a Perú, México logra vencerlo 4-2 en penales. En semifinales enfrenta al equipo favorito para la Copa, Brasil, quien derrota al equipo mexicano por marcador de 2-0.

Copa América 2001; por tercera vez consecutiva y en su quinta participación de la Selección Mexicana en la Copa comparte grupo con Brasil; mismo grupo que comparten con Perú y Paraguay. México llega a la segunda ronda al quedar (como en los últimas 2 copas) en el segundo lugar del grupo. Llega a la final dejando en el camino a Chile (2-0) en cuartos de final y en semifinales a Uruguay 2-1. Y queda en segundo lugar al perder por mínima diferencia ante la selección local de Colombia.

Copa América 2004; esta se convierte en la sexta participación de la Selección Mexicana en la Copa América. Comparte en grupo B con las selecciones de Argentina, Uruguay y Ecuador. Por primera vez, México pasa a la siguiente ronda como el primer lugar del grupo. Pero es derrotado en cuartos de final por Brasil 4-0 y se queda en el camino.

Copa América 2007, siendo esta la séptima participación de México será en la Copa América 2007 que tiene como sede el país de Venezuela. Comparte grupo B con las selecciones de Brasil, Chile y Ecuador. El primer partido lo enfrento con Brasil y sorprende con buen fútbol al vencerlo 2 goles a 0. Con resultados de 2 victorias y 1 empate, se clasifica en primer lugar de su grupo con 7 puntos.

En Cuartos de final, después de derrotar 6 goles a 0 a Paraguay, México enfrenta en semifinales a Argentina. En semifinales y pese a dominar las acciones, México es derrotado por el equipo Argentina 3 goles a 0. En el

partido por el tercer lugar, México golea 3 a 1 a Uruguay.

Copa América 2011

Como podemos ver México siempre ha sido protagonista de este certamen, ahora en la siguiente edición de la Copa América veremos si la tendencia se mantiene a pesar de que el TRI que nos representara en Sudamérica solo podrá contar con gente menor de 23 años debido a que la CONCACAF, organismo al cual pertenecemos, puso esa regla como condición para que México pudiera participar.

La lista preliminar de la Selección Mexicana para la Copa América cuenta con seis elementos de las Chivas, equipo que aporta el mayor número de futbolistas a este llamado del técnico Luis Fernando Tena.

La convocatoria es de 26 jugadores, misma que deberá reducirse a 22 a más tardar el próximo 27 de junio, fecha límite que marca el reglamento de competencia del certamen continental.

Mientras que para la Selección Mayor no hubo ningún integrante del Guadalajara, para este combinado Sub- 22 con refuerzos mayores de esa edad aparece media docena de convocados del Rebaño.

Los que están prácticamente amarrados para participar en esta competencia son los cinco seleccionados mayores de 22 años que fueron incluidos en el listado. Luis Michel, Jonny Magallón, Paul Aguilar, Rafael Márquez Lugo y Oribe Peralta serían los refuerzos para el equipo el Tri Sub-22.

También destacan las convocatorias de Jonathan dos Santos, del Barcelona B, así como Carlos Vela, del Arsenal, quienes fueron marginados del cuadro nacional que disputará la Copa Oro.

Del Campeón del fútbol nacional fueron llamados Javier Cortés, autor del gol para el título de Pumas, y el mediocampista David Cabrera.

También hay elementos que son seleccionados Sub-20 y que probablemente sean ser marginados de la Copa América debido a que está cerca la Copa del Mundo de la especialidad.

Esta Selección debe reportar el próximo 29 de mayo a las 20:00 horas en el Centro de Alto Rendimiento para iniciar la concentración y los entrenamientos para encarar los partidos amistosos previos a la competencia continental.

Los encuentros de preparación ya fueron confirmados por la Dirección de Selecciones Nacionales, mismos que serán frente a Venezuela, el 11 de junio en Las Vegas; ante Chivas USA, el 15 de junio en Tijuana; Colombia, el 22 de junio en Cali; y ante Ecuador, el 25 de junio en Quito.

De acuerdo al Reglamento de Copa América en su artículo 7, inciso 2, la fecha límite para dar a conocer la lista de 22 jugadores es el 27 de junio de 2011.

En el torneo a celebrarse en Argentina del 1 al 24 de julio, el Tricolor se medirá con Chile, Perú y Uruguay, en partidos a celebrarse el 4, 8 y 12 del mismo mes, en San Juan, Mendoza y La Plata, respectivamente.

CONVOCADOS PARA COPA AMÉRICA		
Nombre	Posición	Equipo
Luis Ernesto Michel	Portero	Guadalajara
Carlos Felipe Rodríguez	Portero	Morelia
Miguel Ponce	Defensa	Guadalajara
Néstor Vidrio	Defensa	Atlas
Néstor Araujo	Defensa	Cruz Azul
Israel Jiménez	Defensa	Tigres
Jorge Enriquez	Medio	Guadalajara

Javier Aquino	Medio	Cruz Azul
David Cabrera	Medio	Pumas
Néstor Calderón	Medio	Toluca
Edgar Pacheco	Medio	Atlas
Javier Cortés	Delantero	Pumas
Carlos Vela	Delantero	Arsenal

José Manuel De la Torre

Desde el 18 de octubre, la Selección Mexicana de Fútbol tiene como estrategia a José Manuel De la Torre, quien imprimirá el éxito que ha demostrado en su corta pero fructífera carrera.



José Manuel De la Torre nació el 13 de noviembre de 1965, es originario de Guadalajara, Jalisco, fue futbolista y es Director Técnico desde el 2006. En estos cuatro años ha conseguido coronarse campeón de la Primera División en tres ocasiones, primero con el Guadalajara en el Apertura 2006 al derrotar al Toluca y luego con los mismos Diablos, en el Apertura 2008 y Bicentenario 2010.

Al Chepo le bastó un torneo y medio para hacer campeón al Rebaño Sagrado. En el Apertura 2006 se coronó con el Guadalajara en Toluca. Dirigió el Clausura 2007 y parte del Apertura de ese mismo año con las Chivas. Tras su salida, arribó al Toluca. Apenas

llegó en el Apertura 2008 se coronó con los Diablos Rojos. Dirigió en adelante dos torneos más y, en el Bicentenario 2010, volvió a hacer campeones a los mexiquenses.



CHIVAS APERTURA 2006
 TOLUCA APERTURA 2008
 TOLUCA BICENTENARIO 2010

ESTADÍSTICAS DE LA SELECCIÓN DE MÉXICO CONTRA SU SIMILAR DE VENEZUELA.



AMISTOSO	7	5	2	0	16	5
COPA AMÉRICA	2	2	0	0	6	2
J. CA. Y CARIBE	1	1	0	0	1	0
TOTAL	10	8	2	0	23	7

FICHAS DE LOS DOS ÚLTIMOS PARTIDOS ENTRE MÉXICO Y VENEZUELA EN ESTE 2011.

FECHA Y HORA: 29 de marzo de 2011 a las 21:00 hrs.

ESTADIO: Qualcomm

ÁRBITRO: Ricardo Salazar (USA)

ASISTENTE 1: Corey Rockwell (USA)

ASISTENTE 2: Frank Anderson (USA)

C. ÁRBITRO: Baldomero Toledo (USA)

GOLES: 1 - 0 Aldo de Nigris al minuto 58' de cabeza a pase de Giovani dos Santos.

1 - 1 Oswaldo Vizcarrondo al minuto 73' de cabeza a pase de Tomás Rincón

NÚMERO	MÉXICO	CAMBIO	GOLES	NÚMERO	VENEZUELA	CAMBIO	GOLES
1	GUILERMO OCHOA			1	JOSÉ LEONARDO MORALES		
16	ERNAÍN JUÁREZ			16	ROBERTO ROSALES	42	
4	RAFAEL MARQUEZ	46		20	GRENNDY PEIROZO		
13	HÉCTOR MORENO			4	OSWALDO VIZCARRONDO		1
3	CARLOS SALCIDO			6	GABRIEL ALEJANDRO CICHERO		
6	GERARDO TORRADO	46		8	TOMÁS RINCÓN		
18	ANDRÉS GUARDADO	46		5	GIACMO DI GIORGI		
7	PABLO BARRERA			13	LUIS MANUEL SEMAS	66	
23	LUIS PÉREZ			7	NICOLÁS FEDOR	85	
10	GIOVANNI DOS SANTOS	70		17	ANGEL OCHOA	61	
14	JAVIER HERNÁNDEZ	46		15	ALEJANDRO MORENO	77	
CAMBIOS				CAMBIOS			
17	ELÍAS HERNÁNDEZ	33		10	JESÚS JAVIER GÓMEZ	61	
21	EDGAR DUEÑAS	46		18	YOHANDRI OROZCO	66	
8	ISRAEL CASTRO	66		9	DANIEL ARISMENDI	77	
11	CARLOS VELA	46		14	FRANKLIN LUCENA	81	
9	ALDO DE NIGRIS	46	1	21	EVELIO HERNANDEZ	85	
17	ANTONIO NAELSON DT. JOSÉ MANUEL DE LA TORRE	70		DT. CESAR FARIAS			

HORA: 12 de octubre de 2010 a las 21:00 hrs.

ESTADIO: Olímpico Benito Juárez

ARBITRO: Joel Aguilar (SLV)

ASISTENTE 1. Juan Francisco Zumba (SLV)

ASISTENTE 2. William Torres (SLV)

ARBITRO A. José Alfredo Peñaloza Soto (MEX)

- Goles: 0 - 1 Juan Arango al minuto 6' de tiro libre
- 1 - 1 Javier Hernández al minuto 34' a pase de Elías Hernán Hernández

- 1 - 2 Juan Arango al minuto 40' de tiro libre

- 2 - 2 Giovanni dos Santos al minuto 61'

NÚMERO	MÉXICO	CAMBIO	GOLES	NÚMERO	VENEZUELA	CAMBIO	GOLES
1	GUILLELMO OCHOA	46		12	DANIEL HERNÁNDEZ		
11	JORGE IVÁN ESTIADA	33		19	GIOVANNY RICHAEL ROMERO		
2	FRANCISCO JAVIER RODRIGUEZ			4	OSWALDO VIZCARRONDO		
13	EDGAR DUEÑAS	62		20	GRENADY PEROZO		
3	CARLOS SALCIDO			6	GABRIEL ALEJANDRO CICERO		
4	RAFAEL MARQUEZ			14	FRANKLIN LUCENA		
8	ANTONIO RÍOS	46		10	JUAN ARANGO		2
7	PABLO BARRERA			13	LUIS MANUEL SEIJAS	27	
10	GIOVANI DOS SANTOS		1	11	CÉSAR EDUARDO GONZÁLEZ	71	
14	JAVIER HERNÁNDEZ		1	17	ÁNGEL CHOURIO	88	
16	JAVIER DROZCO	46		15	ALEJANDRO MORENO	67	
	CAMBIOS				CAMBIOS		
17	ELÍAS HERNÁNDEZ	33		2	JOSÉ LUIS GRANADOS	27	
12	JOSÉ DE JESÚS CORONA	46		21	EMILIO RENTERÍA	67	
19	JONNY MAGALIÁN	46		3	JAI ME ANDRÉS BUSTAMANTE	71	
9	ENRIQUE ESQUEDA	46				88	
20	JORGE TORRES	62					
	DT. EFRAÍN FLORES				DT. CESAR FARIAS		

• ÚLTIMOS CAMPEONES Y SUBCAMPEONES DE LA COPA AMÉRICA

SEDE	AÑO	CAMPEÓN	SUBCAMPEÓN
VENEZUELA	2007	BRASIL	ARGENTINA
PERÚ	2004	BRASIL	ARGENTINA
COLOMBIA	2001	COLOMBIA	MÉXICO
PARAGUAY	1999	BRASIL	URUGUAY

BOLIVIA	1997	BRASIL	BOLIVIA
URUGUAY	1995	URUGUAY	BRASIL
ECUADOR	1993	ARGENTINA	MÉXICO
CHILE	1991	ARGENTINA	BRASIL
BRASIL	1989	BRASIL	URUGUAY



URUGUAY

URUGUAY



URUGUAY



URUGUAY



URUGUAY

URUGUAY

TELEMUNDO 39

ESPN DEPORTES 1460 AM

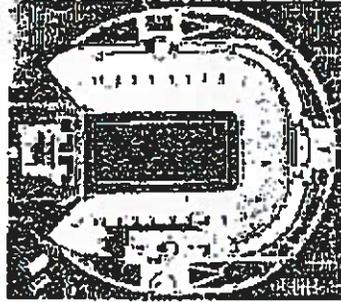
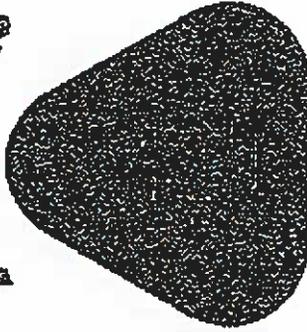


LA BUENA 101.9 FM

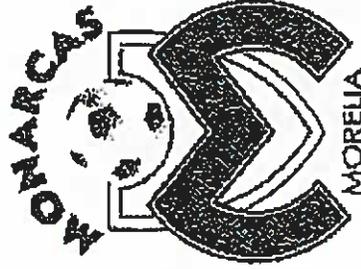
LA NUEVA 103.6 FM

AZTECA 19

Pumas



Sam Boyd Stadium



Pumas contra Morelia- Sep. 5.2010

Exhibit 3

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Summary

- 1. [redacted]
- 2. [redacted]
- 3. [redacted]
- 4. [redacted]
- 5. [redacted]
- 6. [redacted]
- 7. [redacted]
- 8. [redacted]
- 9. [redacted]
- 10. [redacted]

Conclusion

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EXHIBIT 3

Latino Athletes in American Sports

From Wikipedia, the free encyclopedia

One of the up-and-coming fields of study across the nation is Latino Studies; however this study of the Latino and Latina culture is lacking an approach to the ways in which sports have interacted with the Latino/a community in the United States. For the sake of this article, a Latino/a is anyone who can trace ancestry back to any country in Central or South America, as well as Caribbean Islands, however the majority of this article will be focusing on athletes who hail from Mexico, Puerto Rico, Cuba, and the Dominican Republic. Latinos have had a large impact on American sports in a variety of ways and in varying sports. In baseball, Latinos make up the largest minority group and many Latinos have become stars in the league. In 2008, twenty seven percent of MLB players were of Latino heritage. Other sports such as basketball, hockey, and football are seeing a rise in the participation of Latino/a athletes, although they still remain a minority within the leagues. Latino/as have also been able to make their mark on other sports such as golf, women's basketball, and soccer, showing that they are a force across many sports and have had a definite impact on their respective games.^[1]

Contents

- 1 Soccer
 - 1.1 Latino impact in the MLS
 - 1.2 Future Latino impact in the MLS
- 2 Baseball
 - 2.1 History
 - 2.2 Little League Baseball
 - 2.3 Minor League Baseball
 - 2.4 Some dominant Latino MLB players
- 3 The NBA
 - 3.1 Future of Latinos in the NBA
 - 3.2 Current Latinos in the NBA
- 4 The NFL and other sports
- 5 References

Soccer

Soccer is ^[1] the most popular sport in the world, and is the most popular sport in the majority of Latino countries. The World Cup is arguably the most prolific tournament for a single sport in the world combining soccer players from around the globe to compete for the chance to call your home country champions. Since 1930, there has been a competition every four years to see which country is the best at soccer (excluding 1942 and 1946 due to World War II). The first world cup actually took place in a Latino country, Uruguay. This specific completion involved thirteen teams including eight countries from South and Central America, so more than half of the tournament involved Latin American Countries. Uruguay ended up winning the world cup that year and in 1950. The only other Latin

American country to win the world cup is Argentina, who was victorious in 1978 and 1986. Having mentioned that, only seven countries in the world have actually won the world cup, so Latino countries have put for more than their fair share of representation. Latino countries that have hosted the event besides Uruguay are Chile in 1962 and Mexico in 1970 and 1986. It is evident that the world cup is the sport's greatest stage, and Latino Countries have had a great impact on its history and growth.^[2]

Latino impact in the MLS

Latinos' impact on soccer within the United States has a greater impact on soccer's impact on Latinos because of the United States. Basketball, Baseball and Football were all created in the United States, so the sport took time to spread throughout these Latino countries to gain popularity. Soccer, on the other hand, was invented much earlier than these sports, and was not created in the United States. This is one possible explanation for why soccer is not quite as popular in the United States as it is in the majority of the world. One problem for soccer within the country is the fact that the MLS (Major League Soccer) has not been nearly as successful as other countries' premier leagues. In this way, the United States does not have as many people immigrating to the country to play soccer, because the best player will want to travel to better leagues, such as those of England, Spain and Italy. The fact that the MLS is not as prolific of a league is enlarged by the fact that the payrolls of other leagues are much greater. Most salaries in 2008 for those playing in the MLS were below \$100,000 per year, a very low figure for a professional sport. These combined truths have made kids either dream about playing soccer abroad, or just play an entirely different sport. Few dream about having great careers in the MLS.^[3]

There is plenty of potential growth for soccer in the United States. The easiest route would be for the United States to get the Latino community more involved with the MLS. As Latinos are now the fastest growing minorities in the country, the initiative to get them more involved would show promise. There are currently nineteen MLS clubs, two of which - Montreal and Toronto - are located in Canada. Of these nineteen U.S. teams, seven of them are located in areas with a high Latino concentration. Los Angeles is home to two teams, while Chicago, New York, San Jose, Dallas and Houston also boast teams in the MLS.^[4]

Future Latino impact in the MLS

▪ MLS + FIFA Reaching Out

Some of these areas have already started to increase the involvement of surrounding Latinos. Take Houston for example. The Houston Dynamo has a fan support that is about 65 percent Latino. Of the areas local youth talent, about 82 percent are of Latino descent. Yet the team itself only has a few players that have any sort of Latino background.^[5] They insist that support from Latinos must go beyond the ticket sales as they try to create a Latino friendly atmosphere within the stadium. Houston is not the only team who is trying to accommodate their Latino fan base. The Columbus Crew, a team in an area that is not known for having a huge Latino population, has started broadcasting its games on Spanish Language Radio. Executives in the front office of the MLS are hoping that other teams follow such initiative. In the past there have been Hispanic Heritage Nights to help promote the league to new levels of popularity.^[6] FIFA has actually changed restrictions that make it easier to play in the U.S. but still play for your home country. Arturo Alvarez was born in America and plays for San Jose in the MLS. Yet in international play, he is allowed to represent El Salvador, where his parents are from. In this way,

he is allowed to play for a country where he has never resided. Maybe, there will be more players like Alvarez, who will stay in the United States professionally, but will use his parents' country for pride and glory in international play. He does not feel the need to try to play overseas and get the better recognition.^[7]

▪ Improving marketability

The MLS is missing something key elements that it must get before it is among the world's elite. Most of those missing components would be helped if there was increased popularity of the sport within the United States itself, and the country can look to its Latino citizens to help the process. Sports figures such as LeBron James and Tiger Woods, are highly marketable players in their respective sports basketball and golf. Along with their impeccable talent, their name brings in plenty of recognition with sponsors and such. Many kids wear Air Jordan Basketball shoes, after the famous Michael Jordan. Even the National Hockey League, the least popular of the four major U.S. sports (soccer is not one of the four major professional sports in the United States), has had mild success by choosing such a poster child. The popularity of Sidney Crosby, who was tabbed as the next great one, and a very successful video game in NHL 2009, have helped increase interest in the sport of hockey in the United States. MLS thought it was onto something when David Beckham signed a deal with the L.A. Galaxy. Unfortunately, things have not panned out as hoped with Beckham and the MLS is still looking for its "Tiger Woods". A player with potential to become an icon for the MLS is Mexican Cuauhtemoc Blanco. As a striker for the Chicago Fire, he earned over 2.8 million dollars last year and led the league in many statistical categories. As for marketing in video games, FIFA 09 was very successful as well. Compared to the NHL 09, their focuses within the U.S. are very different. MLS is below many leagues in skill level on the video game as well, so kids are more likely to choose teams in Spanish or English leagues, or just countries themselves. It would be better to market a specific MLS video game to increase this popularity, and with Cuauhtemoc Blanco on the cover, it would stand a fighting chance to become successful.

There have been plenty of other Latino influences in the present, and potentially in the future for the sport in the United States. One team in the MLS recently changed its name to Chivas USA, which is comparable to Chivas Guadalajara in the Mexican National League. It is also important that this team was the second team to reside in Los Angeles, a city with a high concentration of Latinos. The MLS has recognized what it needs to do in the future to succeed, and our hoping to do so, with the help from the Latino population.

Baseball

History

In the United States, baseball is America's undisputed past time. As of recently, people worldwide have seen Latinos not only excel in Major League Baseball (MLB), but Latinos have been steadily taking it over. With larger numbers of Latino participants in the MLB and as the numbers continue to increase, just how did the Latino communities out side of the US begin to play and love this sport?

First of all, one must understand a bit of history. Baseball began after the colonies in America decided to have independence from England. Yet many years after severing its ties with England the United States still played the English game of cricket. Many Americans saw this game as slow and tedious. So the thirst for a faster game was quenched when baseball was created. By the end of the Civil War, baseball had won over the hearts of almost every American thus becoming the nation's pastime.^[8]

Shortly after its creation, Baseball became known to many other countries as well. For Latin America and the Caribbean, the love for baseball began when two students from Cuba, who enrolled in the United States educational system, returned home with a bat and a ball. Cuba then began to spread this sport throughout other Latino countries. Two Cuban brothers brought the game to the Dominican Republic. Cubans with the help of Venezuelans that migrated to the United States brought the game to Venezuela. As for Mexico and Puerto Rico, baseball was spread by both Cubans and people from the United States. For Mexico, it was a combination of Cubans who fled from the island during its struggles for independence, along with U.S. merchant marines and railroad workers. Puerto Rico was most probably introduced to baseball when the United States gained power over it.^[9]

Baseball became one of the main ways for Latinos to fit into American culture. For many young Latino/as who come to the United States as immigrants, baseball is one way to connect with people of all ages and races. Baseball became a way for Latinos to express their identities without being alienated.

Little League Baseball

Through baseball, Latinos found a new love that they could share with the United States. From the time they are very young, children in Latin America begin to play baseball. Many countries have set up leagues in which children can learn the game and compete against each other. With the help of an organization called Little League Baseball, children from both Mexico and Venezuela can play in leagues that are similar to the ones that children in the United States play in. Every year the best Little League team from Mexico and Venezuela compete for the Little League World Series in Williamsport, Pennsylvania. In this tournament, countries, other than the United States, that participate send their best Little League team to compete in the international bracket in hopes to face an American team in the finals. Since 2009, Mexico and Venezuela combined to win 5 Little League World Series.^[10]

Minor League Baseball

All over Latin America there have been creations of baseball leagues that allow those kids to continue to play as they get older. For example, Mexico, Venezuela, Puerto Rico, and the Dominican Republic all have summer leagues. All of these summer leagues have connections with the U.S. Minor League Baseball governing body. The Mexican summer league is the only one out of the four that has been given Triple A status. Triple A Minor League Baseball is the level of baseball that is directly underneath Major League Baseball. Usually Major League players who are not fully ready to play at the Major League level are sent to play in Triple A. These leagues are the gates in which Latino players can make a name for themselves in their quest to become Major League Baseball players in the United States.^[11]

[11]

Some dominant Latino MLB players

Roberto Clemente, born in Puerto Rico, is arguably the best right fielder and possibly one of the game's best players. He had 12 All-Star selections and 12 Gold Glove Awards. He was also 2 time World Series Champion, National League MVP in 1966, and World Series MVP in 1971. The Pittsburgh eventually retired his number, #21. Not only was he a great player on field, but off of the field he was a National hero. He died in a plane crash while on a relief mission to Nicaragua.^{[12][13]}

Alex Rodriguez, born in the United States, is of Dominican descent. He is one of the highest paid Latinos in the MLB. He has 12 All-Star selections, 10 Silver Slugger Awards, 2 Gold Grammy Awards, and 4 AL Derek Jeter Awards. He is a 3 time AL MVP and a World Series Champion.^[14]

Manny Ramirez, born in the Dominican Republic, is one of the best players in the MLB today. He has 12 All-Star selections, 9 Silver Slugger Awards, and 2 AL Hank Aaron Awards. He is a World Series MVP, a 2 time World Series Champion. He has also led the AL in batting average, home runs, and runs batted (each in different years).^[15]

For Latinos, playing in the MLB is for many things. It is for the fame, the money, the love of the game, but above all it is a way to fit in and find an identity.

The NBA

Main article: Race and ethnicity in the NBA

See also: List of foreign NBA players

The NBA (National Basketball Association) is the premier basketball league in America. For a long time it was a sport dominated by white Americans and it wasn't very popular amongst Latin American countries. That all changed with the arrival of the *Nuyoricans*. They were Puerto Ricans who had immigrated to New York in search of a better life and while there discovered the sport of basketball. They brought the sport back with them to the island and it became immensely popular. For many young Latino/as who come to the United States as immigrants, sports is one way to connect with people their own age, both of their race and of other races. Sports is also a universal unifier, even if two people speak different languages, they can both speak the language of basketball when they are on the court. Sports became a way for many Latinos to immerse themselves in American culture and not feel so alienated. It helped Americans realize that Latinos enjoy the same sports that American's do, and sports even made it possible for many of the role models of young Americans be Latinos. Names such as David Ortiz, Manny Ramirez, and Manu Ginobili are easily recognizable by a large portion of America's youth, regardless of ethnicity. Today, programs like La Liga del Barrio, a youth basketball league in Philadelphia are created to encourage Latino/a youth to participate in sports, and to teach them the importance of discipline and education. [1]
(http://www.nba.com/sixers/community/La_Liga_Del_Barrio_index.html)

▪ Basketball in Latin America

One of the countries hit hardest by basketball fever is the tiny nation of Belize. Even though it is one of the smaller countries in Central America, it has one of the strongest basketball followings. The sport is so popular that NBA TV is offered as part of basic cable packages in Belize, whereas in America NBA TV is a premium channel that must be specially ordered.^[16]

Argentina has quickly emerged as one of the premier Latin American basketball playing countries. With NBA stars like Manu Ginobili and Andrés Nocioni, the Argentinean National team was able to capture gold medals at the 2004 Olympics. The dominance of the Argentinean team showed the world that the sport was no longer just dominated by Americans, and it opened the door for other Latin American countries to increase interest in basketball. Worldwide recognition of basketball began in 1992 when the American "Dream Team", the name of the Olympic basketball team, swept the Olympic Games blowing out every country they played. The team was made up of the best players America had to offer and because they won the gold medal so handily, the rest of the world took notice and the sport of basketball was spread to more cultures than ever before. Since then, the NBA has taken steps to build on and increase the Latino fan base.

Future of Latinos in the NBA

Due to the increase in Latino participation and interest in the sport of basketball, the NBA has begun new marketing programs to capitalize on the opportunity.

▪ Noche Latina

This is a Latino/a themed event put on by the NBA in the highest Latino markets around the country. In 2008 Noche Latina visited Dallas, Houston, San Antonio, Los Angeles, Miami, Phoenix, Chicago, and New York. Each of the teams from these cities wore special jerseys to commemorate the night in which the team names were translated into Spanish. Aside from the uniform changes, the night includes Latino themed NBA events that incorporate music food and other aspects of Latino culture. This is a large step for the NBA which was once a predominately white league, although with the large increase in Latino participation and cities such as San Antonio having large Latino populations the NBA has decided to capitalize on the market.^[17]

▪ éne•bé•a

The éne•bé•a is the Spanish translation of "NBA", and is a multimedia marketing campaign targeted specifically at Latino/a NBA fans. By taking the time and money to create an entirely separate marketing campaign, the NBA is showing the Latino community that it values it as a fan and supporter. On the website for Éne-Be-A, fans can buy jerseys of their favorite Latino NBA stars such as Manu Ginobili and Francisco Garcia.^{[18][19][20]}

▪ Fiesta Lakers

The Los Angeles Lakers play in one of the most heavily populated Latino cities in the country and as such have devoted a yearly festival to celebrate the Latino community. It is a city wide party that incorporates the Lakers' organization along with the culture of the Latino community. The event began in 2001 when former Laker Mark Madsen was addressing the predominately Latino crowd following the Lakers' 2001 Championship Parade. Madsen decided to address the crowd in Spanish, a skill he picked up as a missionary, and the response was tremendous. Since that day the Lakers have decided to celebrate the Latino community that supports them every year with a specifically Latino celebration. By conducting an event specifically targeted towards the Latino fan base, the Lakers show that they value Latinos as individuals and don't just see them as part of the Los Angeles population.^[21]

- The Minnesota Timberwolves

The Lakers aren't the only team showing their appreciation to the Latino community, The Minnesota Timberwolves have unveiled a plan to partner with a Spanish-language radio and television broadcasting company to broadcast select Timberwolves games entirely in Spanish. Actions like this allow the Latino community, all of which might not speak English, to better connect with the sport.^[22]

Current Latinos in the NBA

Manu Ginobili-Born and raised in Argentina, he is arguably the best Latino player in the NBA today.^[23]

Carlos Arroyo is from Puerto Rico and was the leader of the 2004 Puerto Rican national team which defeated the United States team in Olympic play, becoming the first country to defeat the U.S. in Olympic play since 1992. This is symbolic because the sport of basketball was brought to Puerto Rico by migrants from the mainland.

Eduardo Najera is from Mexico and initially intended to play professional basketball in his home country. However at the age of 17 he signed a contract with a Mexican League at only \$3,000 month, not nearly the amount of money he could make in The United States. So at age 19 he moved to Texas and enrolled at The University of Oklahoma. There he starred in basketball and wound up being drafted. In 2003 he signed a contract worth 24 million dollars, something he couldn't have achieved playing basketball in Mexico.

The accomplishments of these Latino basketball players show that not only is sports a good way for Latinos to make a living in a new country but it is also a way to build a positive self-identity and be identified across the country as Latino, not Latino-American. These athletes accomplishments have put their ancestry and home countries in the public eye increasing awareness of Latinos in America.

The NBA also has several Brazilian players: Leandro Barbosa, Nenê, Anderson Varejão, Tiago Splitter, Fab Melo, and Scott Machado.

The NFL and other sports

National Football League-The predominant football league in the United States. American football is very popular in the United States, but not nearly as popular worldwide. There is a low percentage of Latinos in the NFL, only twenty four players total in the league currently. Interestingly, the first Latino quarterback to win a Super Bowl, Jim Plunkett, did so seven years before Doug Williams became the first black quarterback to win a Super Bowl. The first Latino coach to win a Super Bowl, Tom Flores, also did so before the first black coach, Tony Dungy, won a Super Bowl. And the first Latino player in the league, Joe Aguirre, entered the league before Kenny Washington and Woody Strode became the first black players to play in the league. However, there is hope that in the future Latinos will become a more represented minority in the league because of players like Tony Gonzalez, one of the premier tight ends in the game and widely considered to be the best player at his position, regardless of race and Mark Sanchez, widely known in the U.S. but has much more to achieve with only 1 playoff appearance in his career.^[24]

Nancy Lopez is a women's professional golfer who was raised in Roswell, New Mexico to parents of Mexican heritage. Growing up, she loved the game of golf but wasn't allowed to play at her local golf club because of her ethnicity. She eventually moved out of Roswell and went on to earn many accolades as a golfer. She is currently the youngest golfer ever to be inducted into the LPGA Hall of Fame.

Lorena Ochoa-Is also a women's professional golfer of Mexican heritage, though she was born and raised in Mexico. She moved to the United States so that she could attend the University of Arizona and further her golf career. Her parents saw golf as an opportunity for her to make money and achieve success in America. She became so good at golf that in 2004 she became the first ever Mexican born player to win a LPGA event. That same year, then Mexican president Vicente Fox awarded her the "Premio Nacional de Deporte", the National Sports Award.^[25]

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Categories: Sports in the United States

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EXHIBIT 4

What Will As Vegas Look Like in 2030?

BY [Name]

[Date]

As the city of Las Vegas continues to grow and expand, it is important to consider the future of the city. This report provides a detailed analysis of the projected changes in the city's demographics, economy, and infrastructure by the year 2030.

Demographic Projections

85%

[Text]

The population of Las Vegas is projected to increase significantly by 2030, with a focus on the younger generation. This growth is driven by factors such as migration, birth rates, and the city's reputation as a desirable place to live and work.

The city's economy is expected to diversify, with a strong emphasis on technology, healthcare, and entertainment. This shift is necessary to sustain the city's growth and provide high-quality jobs for its residents.

The city's infrastructure will undergo significant improvements, including the expansion of the transportation network and the development of new public facilities. These investments are crucial for supporting the city's long-term growth and enhancing the quality of life for its citizens.

The city's environment will also be a key focus, with a commitment to sustainable development and the protection of natural resources. This includes the implementation of green building standards and the promotion of renewable energy sources.

The city's social services will be strengthened to meet the needs of its growing population, with a particular emphasis on education and healthcare. These investments are essential for ensuring that all residents have access to high-quality services and opportunities.

The city's future is bright, and with the right investments and policies, it can continue to thrive and prosper for generations to come. This report provides a comprehensive overview of the projected changes in the city's demographics, economy, and infrastructure by the year 2030.

EXHIBIT 4

LAS VEGAS SUN

What will Las Vegas look like in 2030?

By Tovin Lapan

Sunday, June 8, 2014 12:01 a.m.

Already in the past century, Clark County has gone from a desert train stop with a population of 3,000 to a global entertainment hub and bustling urban expanse of 2 million people.

COX BUSINESS INTERNET™ AND VOICEMANAGER™

\$85 /mo



Change came rapidly to Southern Nevada, and the region continues to evolve quickly. What Las Vegas looks like in 2030 will depend on the nation's economy and the development of new businesses, but demographic shifts in age, race and ethnicity are certain to reshape the valley.

Viewpoints vary about what specific changes are on the horizon and how they will affect Las Vegas. But experts say there's no question that some facets of the community — education, health care and transportation, in particular — will need to undergo a transformation for the community to thrive as it evolves.

...

It is 2030, and you and your friends have just enjoyed a night out in the Fremont East District. The corridor is bustling, fortified with bars, restaurants, theaters and a nearby Major League Soccer stadium.

Clark County is now home to 2.5 million people, about the size of Denver's metropolitan area in 2014.

Several of your friends work in the medical industry, which has grown quickly over the past two decades to feed the needs of an elderly population that has ballooned by 250,000. The Boneyville Transit Center now houses multiple lines of a new light rail system, one of the biggest transportation projects the county has ever undertaken, and on your way home, you see a stranger drop his train ticket. When you hand it back to him, the odds that he is Hispanic are approximately the same as the chance he is non-Hispanic white.

Based on today's demographic projections for the Las Vegas Valley, that scenario could come to pass.

Transportation

Southern Nevadans love their personal automobiles, and barring substantial changes to public transportation infrastructure, three quarters of residents will continue to use their own cars to get to work. Even carpooling is expected to decline in Clark County.

Southern Nevada is not sprawling, Brookings Mountain West UNLV Director Robert Lang said, comparing urban density to cities like Miami and Honolulu. But we are "car dependent."

Lang predicts major transportation improvement by 2030, including a highway between Phoenix and Las Vegas and a light rail system in Clark County. But there are limits to urban expansion thanks to the valley's ring of mountains.

With population and economic growth, there will be more need for mass transportation within the valley and better connections between the economic hubs of the southwest. A light rail system would boost development in the city center, attract European tourists accustomed to using commuter trains and lure high-tech workers who see driving as wasted time.

Politics

Clark County is expected to elect more Democrats, in part due to unaffiliated voters.

The percentage of voters not affiliated with the Republican or Democratic parties is expected to grow, as it increased from 7 percent in 1970 to 25 percent today. UNLV political scientist David Damore says the shift mirrors a national trend, but also reflects the transient nature of Clark County's population.

"When people move here from somewhere else, they may want to participate in the political process but they aren't sure yet where their allegiance is in terms of state politics," he said.

Shifting demographics also could lead to more minority representation on local councils and boards, but it will take time. Isaac Barron became the first Hispanic North Las Vegas city councilman last year.

"Political office is a real burden in our state, because it's considered a part-time job," Damore said. "So candidates need to have another source of income. For some people, if they have a family and are worried about finances, holding political office is a real grind."

It also takes time to build up a pipeline of candidates. As more minorities serve in lower-level boards and public offices, the number of minority candidates seeking higher state or local offices should increase.

Economics

Median income and the poverty rate should rebound as the national economy creeps upward.

Even so, bringing a higher percentage of people into the workforce, and overall economic prosperity, will depend on diversification. The results of initiatives such as the Las Vegas Global Economic Alliance's push to build manufacturing to attract more technology firms will be vitally important.

Lang believes Southern Nevada will attract companies focused on information technology and applied technology, such as gaming systems, but our higher education system and general levels of education will dissuade other companies from moving here.

From 1990 to 2010, the percentage of Southern Nevada residents older than 25 with a bachelor's degree or higher jumped 15 percent, while the percentage with less than a high school diploma fell more than 6 percent.

According to CBER projections, accommodations and food service jobs will continue to make up just under a quarter of all local jobs. Along with health care, the percentage of jobs in construction is expected to climb, as construction bottomed out in the last few years and is expected to rebound.

"Hotels and gaming are still the largest employer, not just in Clark County but also statewide," state demographer Jeff Hardcastle said. "That industry will continue to dominate for a long time."

Sports

What about the soccer stadium people are hoping will bring Las Vegas its first pro franchise?

That is in the hands of developers and public officials now, but Southern Nevada's evolving demographics could make a soccer team successful. MLS boasts the largest percentage of Hispanic viewers, at 34 percent, 22 percentage points higher than any other major sport.

Soccer is the most popular game worldwide and a passion in Latin America. The local soccer scene already has grown significantly in the past decade, and the influx of more immigrants and the growth of the Hispanic community will surely boost the number of soccer aficionados.

What could change the predictions?

Social scientists and demographers can make pretty good guesses about how the population will grow over the next several years and decades. But they still lack a crystal ball. So even their best guesses are just that — guesses that can change. What could happen to throw local projections off? Some possibilities:

- **No water:** In-fighting among states that share water from the Colorado River could worsen, and Southern Nevada could face a severe drought. If there's no water here, there certainly won't be many people here.
- **Bad economy:** If the housing market crashes again, there won't be new construction jobs, either.
- **Too hot:** If climate change continues to progress, our desert could heat up and become inhospitable to life — or at least really uncomfortable. How many people want to live in a place that reaches 123 degrees in summer?
- **No jobs:** If casinos in other states continue to succeed and flourish, tourism on the Strip could plummet. If visitor numbers fall and businesses struggle, there won't be a need for an influx of workers.

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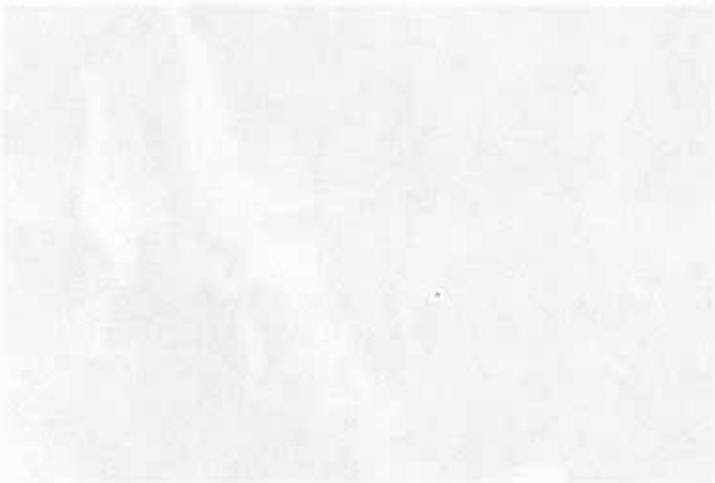
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EXHIBIT 5

Tuesday, August 22, 2011

95¢ Monthly Rate
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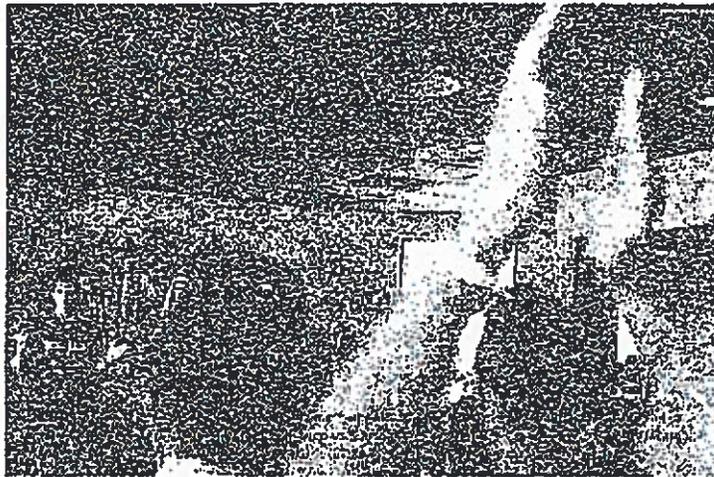
Nevada immigration reform

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Posted June 26, 2011 - 10:12am

Soccer and politics mix as Nevada politicians go for latino votes



By LAURA MYERS
LAS VEGAS REVIEW-JOURNAL

The beers were gone. The beer was sold. And the World Cup soccer match between Mexico and Brazil was a non-starter.

At all times, state Sen. Allen Kloten, D-Las Vegas, talked to his Latino sports fans, who were gathered around big-screen TVs inside the Tapas & Beer restaurant, a new eatery on Paradise Road near the Strip.

And the beer splashed, sparking a loud, angry crowd of about 150, people were Mexico's red shirts or Brazil's yellow and green. A few had painted faces. Some draped national flags around their shoulders.

This was not your typical political event, but Kloten was looking to boost Hispanic interest in the 2014 election as Democrats court more and more of the growing Latino vote to gain a winning edge over their Republican opponents.

"Soccer is the most popular sport in the Latino community," Kloten said, calling the World Cup "the biggest sporting event on the planet."

"We wanted to bring sports and politics together. It's a different way to engage the Hispanic community."

With that in mind, Kloten introduced Assemblywoman Lucy Flores, D-Las Vegas, who is running for lieutenant governor in one of the most competitive and closely watched races on the Nov. 4 ballot. She's going up against state Sen. Mark Hutchison, R-Las Vegas, who is GOP Gov. Brian Sandoval's pick for the job.

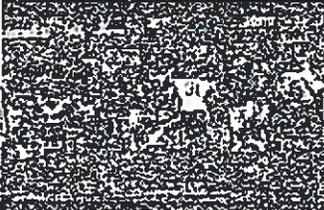
"She and I went to the same high school (Rancho) together, so I have some stories to tell," Kloten joked.

Secretary of State Hong Miller arrived in time for the second half, trading his suit jacket for a red Mexico shirt before joining the crowd.

Miller, the son of former Gov. Bob Miller, is running for attorney general against Republican Adam Laxalt, the grandson of former Nevada Gov. and U.S. Sen. Paul Laxalt, who is close to Sandoval. Miller, a former state secretary of state, is better known than Laxalt and is considered the favorite. But he will need high Democratic and Latino voter turnout to win.

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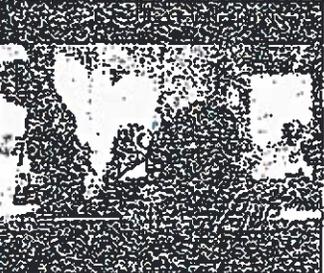
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In a brief interview, Miller called the Hispanic vote "irresistible" to his campaign. He also says that Kibyan has been called by presidential candidates in the past because he has strong ties in the Latino community and can help sway voters. Miller also is the Democratic National Committee chair in Nevada.

"This is a growing demographic and a key vote in any election," Miller said of Hispanics.

In his youth, Miller spent time in Mexico, where he attended the Monterrey Technological Institute. In 1993, he played soccer at Monterrey, and his team won the Campele Mexican National Football Championship.

Miller is hosting another World Cup watch party in 3 p.m. today at Ferraro's restaurant for the match between the United States and Portugal. Kibyan is listed as his "tournament" and the event will be a two-key fundraiser for Miller's campaign as well. He's asking \$50 for 10 supporters, \$50 for VIP seats and \$100 for hosts.

"Goals and are happening up," Kibyan said. "A lot of these people are my friends. I play soccer with them, and they won't even come to my political events. But they'll come to watch the World Cup."

IMMIGRATION REFORM AN ISSUE

In Nevada, the Hispanic vote, which leans heavily Democratic, has grown in importance over the past decade, steadily doubling since the 2004 election when 10 percent of the electorate was Latino. That compares to 15 percent of the electorate in 2005 and 18 percent in 2012, according to the Pew Hispanic Center.

Flores is an example of the growing political power of Hispanics as one of six Latinos elected to the Nevada Assembly in 2012. The Nevada Hispanic Legislative Caucus now has nine members, she said. Including the non-Latinos.

The gubernatorial governor's race will be Flores' first statewide campaign, but she said she's doing what she's always done: by reaching out to the community to listen to Nevada's concerns and urge them to vote.

"I don't take a single vote for granted," Flores said.

Flores noted that Hispanic candidates in Nevada have won districts that aren't heavily Latino, including special of her Assembly colleagues. At the same time, Hispanic voter turnout has exceeded expectations in recent elections. "Whether they vote for Democrats or Republicans, they vote in their voice and their political race," Flores said.

Hatchman, not Republican opponent, also is running in his first statewide campaign after election to the Nevada Senate in 2011. He likely will put a focus on the Hispanic community because of Sanchez's support. The popular governor won 33 percent of the Latino vote in 2010 when he was first elected despite supporting a controversial Arizona law that allowed police to ask immigrants suspected of being in the country illegally for documentation if they were stopped for any reason.

As governor, however, Sanchez has approved \$50 million for English language learners in schools and signed into law a law that offers immigrants direct and subsidized loans.

Hatchman suspected the governor on both issues that were important to Hispanics during the 2010 legislative and he voted in favor of a measure using Congress to enact comprehensive immigration reform.

"The Hatchman campaign is actively engaging with all voters across the state," said Matt St. Martin, a spokesman for Hatchman's campaign. "We do not plan on casting any ground to our opponent. When it comes to issues that have a specific impact on the Hispanic community, Matt has a strong personal and legislative record."

Despite the Democratic advantage among Hispanics, Nevada GOP candidates and national Republicans are banking on a large slice of the Latino vote, emphasizing shared values and support for immigration reform, which is still in Congress.

In the race for the 2nd Congressional District in Southern Nevada for District, U.S. Rep. Joe Heck, R-Nev., has expressed frustration with the House GOP leadership for not bringing immigration reform to the floor for a vote. His Democratic opponent, Eric Amodeo, is using the issue as a club. Fitting Heck for holding more to a broken immigration system.

In the case of the race, Heck said the day after the June 10 Nevada primary. "I have relationships with these families, and they are following ... The fact Congress is not going to act on this is just unacceptable. I believe"

in the Atlantic general's race, such rules he has been endorsed by both Sanchez, Nevada's first Hispanic governor, and New Mexico Gov. Susana Martinez, the nation's first Latino governor. Heck also favors reforming the immigration system, though he hasn't defined details.

"We are working diligently in this campaign to reach every voting demographic, including Hispanic voters," said John Friday, Lopez's campaign manager. "Winning a soccer game may be fun for the secretary of state and it may represent his approach to Hispanic outreach, but in reality, it does little to resolve families through an improved legal immigration process, address high unemployment rates in our Hispanic community or help our brave and honorable Hispanic veterans gain the top services and care they deserve."

GOP CAN EARN VOTES

The Republican Party has been struggling for decades to win more Hispanic support. In fact, Lopez's grandfather, who is of Basque heritage, pushed GOP outreach to Latinos throughout the 1970s and 1980s.

In a video from 1981, Paul I. Zell says, "Hispanics essentially have the values that Republicans stand for: party, family, religion. They're family oriented. They believe strongly in the work ethic. They take great pride in the country. They're strong on national defense. And it's always been one of the great mysteries to me as to why we don't enjoy more Hispanic support. And I think probably the biggest single reason is because the Republican Party historically has been too W-E-S-T."

(You can see the YouTube clip here: <https://www.youtube.com/watch?v=mpqjqrj0s>)

This year, GOP Hispanic outreach is being stepping up as the Hispanic population in the United States grows. In Nevada, Latinos account for more than 27 percent of the population and about 40 percent of students in schools.

Earlier this month, Sanchez helped the Republican National Committee announce an expansion of the RNC's effort to strengthen the Republican Party's relationships in Hispanic communities across the country.

The RNC added six new Latino outreach directors and field workers in four states, including Nevada, Arizona, Colorado and New Mexico. The GOP now has Hispanic political groups in 19 states.

"Long term face-to-face contact between voters and candidates from the same community is the best way to recruit and mobilize Hispanic voters to get to the polls," Sanchez said. "The RNC's effort is extremely important and a step in the right direction to helping Republican candidates make gains in our communities."



Photo by [Name] for the Review-Journal. Photo of [Name] speaking at a podium.

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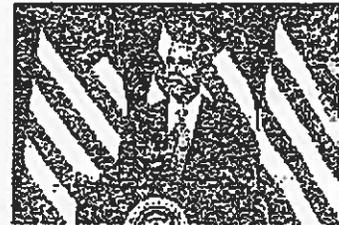
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Will Bolin, a member of Nevada's director for the RNC's Hispanic Initiative in February. He was the regional lead representative for the RNC in Reno during the 2012 presidential campaign.

The new playbooks will have been developed over the past few months and will be implemented throughout the country, but to avoid any one candidate or election year, Bolin said. "This is about engagement and sharing our conservative message with Hispanic voters at community events, townhalls and (RNC) caucus events."

The RNC's Hispanic push plan is laying the groundwork for the 2016 presidential election. Recent history shows that a Republican candidate will be the president if more than 60 percent of the Hispanic vote is won. In former President George W. Bush's case in 2000 and in 2004.

On Tuesday, the Mexico vs Brazil World Cup match ended in a 0-0 tie, a victory of sorts for Mexico.

Before the game began, Ohio Melton, president of the Latin Chamber of Commerce, reflected on the growing power of Latinos. A registered Republican, Melton said he has voted for both GOP and Democratic candidates. Although he is a fan of Flores, he said he's leaning toward Hulsebosch because he wants "to give football a chance to get attention to continue what he's doing with economic development and regional trade."

"I think it's great the people are getting out and voting," Hulsebosch said smiling. "I say to Republicans, you can't have our vote, but you have to earn it."

Contact Linda Myers at lmyers@reviewjournal.com or 702-387-2010. Find her on Twitter @lmyerslv.

Nevada Democrats rally...

Nevada Hispanic rally...

From the Web

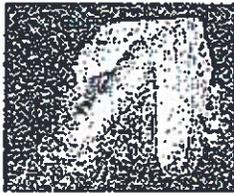
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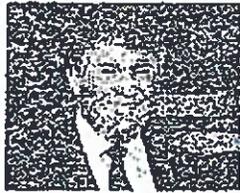
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Palo Nider

Everyone should read Pat Buchanan's column in today's New RJ. It's titled "Stop invaders of America will fade away"!! Border enforcement before any talk of an immigration bill.

http://buchanan.org/blog/entry/...



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Just another advertisement for the Democratic party courtesy of Laura Meyers.



Joe Sed

Being pro-U.S. and against illegal immigration doesn't mean you're anti-immigrant or racist, not even in the least. Let's not forget that Hispanic are essentially family values people, strong work ethic and take pride in country. It's every race and ethnicity in the



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EXHIBIT 6

LAS VEGAS SUN

Goodman talks tourism, cultural development, soccer stadium before Hispanic group

By Ana Ley

Thursday, March 5, 2015 | 2 a.m.

Mayor Carolyn Goodman, on the campaign trail for a second term in office, highlighted tourism and cultural development during a brief address on Wednesday before a group of politically influential Latinos.

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Her visit with Hispanics in Politics follows that of City Councilman Stavros Anthony, who announced plans to challenge Goodman for the seat last month. Anthony met with the organization on Feb. 4.

Goodman failed to get an endorsement from the nonpartisan organization when she first campaigned for mayor four years ago -- the group instead backed Clark County Commissioner Chris Giunchigliani. Hispanics in Politics President Fernando Romero said he "couldn't begin to say" who the group would be endorsing this year.

Here are three highlights from Goodman's 40-minute speech:

Goodman said she wants to create a retail-driven cultural hub for Latinos in Las Vegas.

The mayor's plans were vague, but she said she envisions a marketplace similar to that of Los Angeles' downtown Olvera Street, a walkable outdoor shopping mall that plays up a romantic portrayal of old Mexico. The tree-shaded mall marketplace is home to dozens of craft shops, restaurants and businesses, and it's popular with tourists.

"Why can't we create something like that here?" Goodman told the crowd at downtown's Doña Maria's Tamales.

Local businessman Alejandro Alvarez chimed in with a similar plan he's been pitching for more than two years: He wants to turn a portion of Cashman Center into a Latino cultural center run with public and private funding. Alvarez's proposal is being considered by city officials.

"We don't have to build anything from scratch," Alvarez said. "With a stadium like this you could bring in artists like Luis Miguel, you could do boxing events and rodeos and charreadas. We don't have anything like that."

Goodman bragged about the revitalization of downtown Las Vegas and her efforts to draw tourists there. She largely credited the work of her husband and predecessor, Oscar Goodman, and venture capitalist Tony Hsieh.

"We're about tourism," Goodman said. "We're about conventions. We're about bringing people from other parts of the country."

Travelers from Mexico are the second largest group among international visitors to the destination, she told the crowd, and the city should better cater to that demographic.

Goodman spent a significant portion of the speech lamenting her failed effort to bring a soccer team and stadium to Las Vegas, an issue that could compromise her chances to keep her seat.

Goodman worked the room early into her speech by boasting that "life is good in Las Vegas" and touting the Hispanic community's "huge pride in your culture."

But later she ticked off a list of issues she believed to be hindering the city's development and criticized those who opposed her plan to bring a soccer team and stadium to Las Vegas. One of those opponents has been Anthony.

Jose Solorio, president of a new political advocacy group dubbed the Political Advancement of Latinos Organization, said he was disappointed with Anthony's objection to the stadium. Solorio, who listened to both candidates' speeches, said he would vote to keep Goodman because she seems more in touch with the valley's Hispanic community.

"Soccer is a passion for our people," Solorio said.

EXHIBIT 7

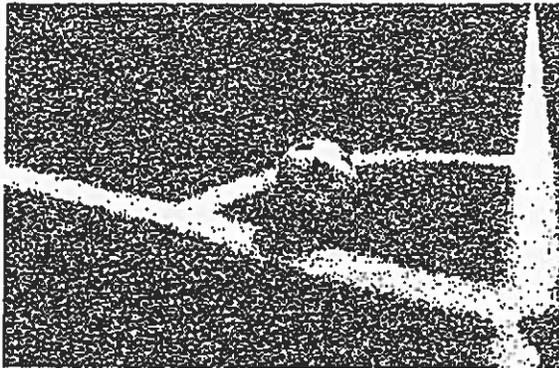


01 August

Categories: [Latino](#), [Lifestyle](#)

I grew up playing soccer on the streets of Mexico and on the fields of east Las Vegas. Ever since I could walk I've played the sport. Soccer made me the person I am today; it taught me leadership, discipline, teamwork, how to win and lose...and tie, and how to fall and get right back up. Soccer also helped me build lifelong friendships with my teammates and their families across Mexico, California and Nevada.

One of the fondest memories I have of my childhood is attending a professional soccer match in Mexico, at the Jalisco Stadium in Guadalajara, to watch one of the biggest rivalries in Latin America: Chivas FC vs. America FC. To this day, I can vividly recall walking into the stadium for the first time and watching thousands of people cheering so passionately for their team. That stadium was where the community came together; where city pride was built; where people cheered, laughed and cried together.



As a kid, playing soccer on the streets, I strived to play one day on that field and in front of that crowd. Now, I want my future children to experience that same excitement and adrenaline rush you can only get by walking into a soccer stadium. I want to build that sense of community and pride for Nevada's families.

Professional soccer is not only good for the community, but also for our economy. Investing in professional soccer would fuel economic growth, create jobs, promote our beautiful city around the world and increase tourism. Hundreds of temporary construction jobs as well as permanent jobs would be created by the construction of a stadium and the presence of a professional soccer team. Weekly soccer games would attract more than 20,000 local and out-of-state visitors to Las Vegas, additionally boosting visits to hotels, casinos, shops and restaurants.

A stadium would allow Las Vegas to compete with other metropolitan cities for international friendly soccer matches, which will not only attract tourists from all over the country but also shine a spotlight on our city as games are televised nationally and internationally. A stadium could also be used as a multipurpose venue for rugby, football, rodeo and concerts. Las Vegas is losing out on millions of dollars each year by not having a modern, state-of-the-art stadium.

Soccer is indisputably the most popular sport on the planet and the fastest growing sport among youth in the United States. According to CNN, the 2-2 U.S. draw against Portugal in the 2014 World Cup is the most-watched match in American history, with more than 25 million Americans tuning in. To put that number into perspective, the 2013 baseball World Series won by the Boston Red Sox and the San Antonio Spurs' 4-1 win

over the Miami Heat in the [2013 NBA Finals](#) both averaged about 15 million viewers each. That means U.S. soccer trails only NFL and college football as the most-watched games. Moreover, the U.S. national team was the second best-supported club in Brazil, behind only the hosts; [American supporters bought 196,838 tickets for the World Cup.](#)

American interest in soccer is growing and that bodes well for the sport's future in the United States. Our nation's rapidly changing demographics – especially from waves of immigrants from Latin America - indicate that soccer will only continue to grow in popularity.

Every four years, the World Cup reminds us of the passion, love, and excitement all nations have for the sport and its unparalleled ability to unite people around the world, regardless of age, gender, religion, ethnicity or socioeconomic status. A professional soccer team in Las Vegas would bring that same sense of unity, passion and entertainment to our city every week, not just every four years. An investment in bringing professional soccer to Las Vegas is an investment in the fabric of our state. It's time for Las Vegas to get into the game and score a goal.

Bio	Latest Posts
	<p>Ruben Kihuen Principal at Ramirez Group</p> <p>Since joining Ramirez Group as a Principal in 2014, Ruben Kihuen has focused his talents on business development and community outreach, drawing on his extensive experience from years helping connect Southern Nevadans to needed services.</p>

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EXHIBIT 8

Las Vegas Metro News

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FRIDAY, MAY 27, 2011

El Tri's Mexican National Soccer Team will Play Vs Venezuela in L.V.

Orbis Financial Group announces the Mexican National soccer team will play against Venezuela this upcoming Saturday, June 11, 8PM at Sam Boyd UNLV Stadium. This will be the first time ever that the city of Las Vegas is going to have the opportunity to host a match of this caliber.

On Saturday, May 28 at 6 o'clock pm the popular Chivas Forward Marco Fabian and the recent Champion of the Mexican soccer league Pumas's player David Cabrera will hold a press conference at Las Palmas Restaurant located at 953 E. Sahara Ave #827.

The Mexican team will be participating with the players announced in the preliminary list that will play in La Copa America Argentina 2011. This team will be comprised mainly by under-22 year old players, with a CONCACAF approved allowance of 5 players older than 22.

The list of players called for these games are as followed:

Goalkeepers: Luis Michel (Guadalajara), Liborio Sánchez (Veracruz), Carlos Rodríguez (Morelia)

Defensas: Jimmy Magallán (Guadalajara), Miguel Ponce (Guadalajara), Darwin Chávez (Atlas), Néstor Vidrio (Atlas), Hiram Mier (Monterrey), Néstor Araujo (CruzAzul), Paul Aguilar (América), Israel Jiménez (Tigres), Fernando Navarro (Atlante)

Midfielders: Jorge Enriquez (Guadalajara), Marco Fabián (Guadalajara), Adolfo Pacheco (Atlas), Javier Aquino (Cruz Azul), Jorge Hernández (Jaguars), David Cabrera (Pumas), Javier Cortes (Pumas), Diego Reyes (América), Jonathan dos Santos (Barcelona)

Forwards: Erick Torres (Guadalajara), Raúl Martínez Lugo (Morelia), Néstor Calderón (Toluca), Oribe Pereda (Santos), Carlos Vela (Arsenal)

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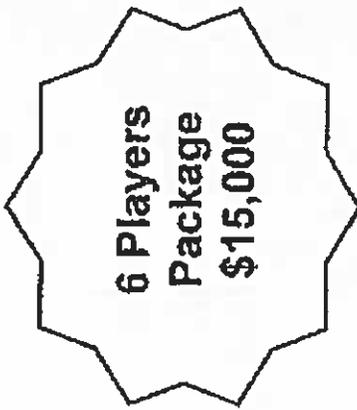
M-Su 6a-12a: 40 x 30's- Promos

KRGT 99.3 FM Recuerdos:

M-S 6a-12a 50 x :30's- Promos

KHDF 19 Azteca:

M-Su 6a-12a 80 x :30's-Promos



**6 Players
Package
\$15,000**

1 (2) hour remote -- Day that Soccer players will be at your business
 30 x :30's -Promos
 4 x :60's Live Call ins

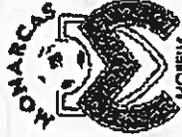
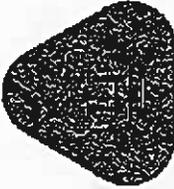
The day of the event : 2 Banners and table for exhibition.

Sponsorship Value: \$15,000 464 Promos +

Pumas vs. Morelia - Sept. 5, 2010

Package Includes:

- Meet and Greet with 2 players of the team of your choice for one hour. (Pumas / Morelia)
- 30 Tickets to giveaways to clients.
- 6 VIP first row tickets.
- 30 T-shirts of your team of choice to be given away during the remote.
- 1 (2 hour) remote with a radio station
- Placement of 2 banners inside of the Sam Boyd Stadium.
- Live mentions during the soccer game.
- A booth exhibition the day of the event.
- Live mentions on radio station.



Elements for Promotion...The Sponsor's name will be tagged to all promos

KBLR TV 39 Telemundo:

M-S 6a-12a : 60 x :30's -Promos

KISF 103.5 FM La Nueva:

M-Su 6a-12a: 40 x 30's- Promos

1460 AM ESPN DEPORTES:

M-Su 6a-12a : 80 x :30's -Promos

KRGT 99.3 FM Recuerdos:

M-S 6a-12a 50 x :30's- Promos

101.9 FM La Buena:

M-Su 6a-12a : 80 x 30's-Promos

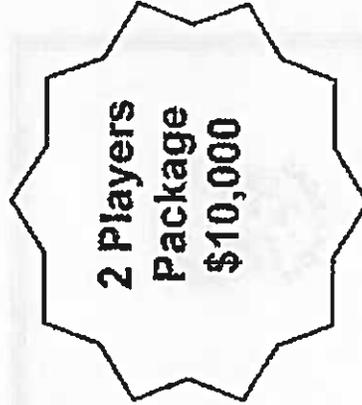
KHDF 19 Azteca:

M-Su 6a-12a 80 x :30's-Promos

UNIVISION 15

M-Su 6a-12a 40 x :30's Promos

- 1 (2) hour remote - Day that Soccer players will be at your business
- 30 x :30's -Promos
- 4 x :60's Live Call Ins



The day of the event : 2 Banners and table for exhibition.

Sponsorship Value: \$10,000 464 Promos +

Pumas vs. Morelia - Sept. 5, 2010

Package includes:

- Meet and Greet with 1 player of the team of your choice for one hour. (Pumas / Morelia)
- 20 Tickets to giveaways to clients.
- 4 VIP first row tickets.
- 10 T-shirts of your team of choice to be given away during the remote.
- 1 (1 hour) van hit with a radio station
- Placement of 2 banners inside of the Sam Boyd Stadium.
- Live mentions during the soccer game.
- A booth exhibition the day of the event.
- Live mentions on radio station.



Elements for Promotion...The Sponsor's name will be tagged to all promos

KBLR TV 39 Telemundo:

M-S 6a-12a : 60 x :30's -Promos

KISF 103.5 FM La Nueva:

M-Su 6a-12a: 40 x 30's- Promos

1460 AM ESPN DEPORTES:

M-Su 6a-12a : 80 x :30's -Promos

KRGT 99.3 FM Recuerdos:

M-S 6a-12a 50 x :30's- Promos

101.9 FM La Buena:

M-Su 6a-12a : 80 x 30's-Promos

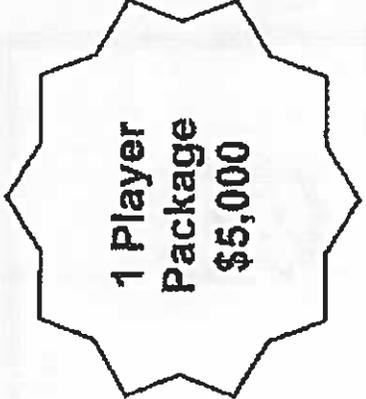
KHDF 19 Azteca:

M-Su 6a-12a 80 x :30's-Promos

UNIVISION 15

M-Su 6a-12a 40 x :30's Promos

1 (2) hour remote - Day that Soccer players will be at your business
15 promos
2 x :60's Live Call Ins



The day of the event : 2 Banners and table for exhibition.

Sponsorship Value: \$5,000 447 Promos +

Panthers vs. Archduke - Sept. 5, 2010

Elements for Promotion...The Sponsor's name will be tagged to all promos

KBLR TV 39 Telemundo:

M-Su 6a-12a : 60 x :30's -Promos

KISF 103.5 FM La Nueva:

M-Su 6a-12a: 40 x 30's- Promos

1460 AM ESPN DEPORTES:

M-Su 6a-12a : 80 x :30's -Promos

KRGT 99.3 FM Recuerdos:

M-S 6a-12a 50 x :30's- Promos

101.9 FM La Buena:

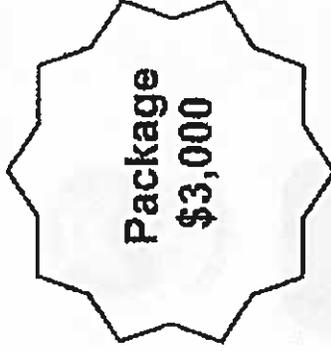
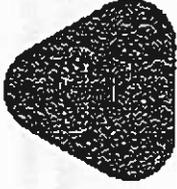
M-Su 6a-12a : 80 x 30's-Promos

KHDF 19 Azteca:

M-Su 6a-12a 80 x :30's-Promos

UNIVISION 15

M-Su 6a-12a 40 x :30's Promos



10 tickets for the game

The day of the event : 2 Banners and table for exhibition.

Sponsorship Value: \$3,000 430 Promos

By signing, this I agree to the standard terms and conditions of Orbis Comunications . Package cannot be altered. Station will rotate package commercial equally if possible, unless individual time-periods have been sold out at Rate Card rates

Client Signature

Date

Orbis Comunications

Promos vs. Morelia - Sept. 5, 2010

Elements for Promotion...The Sponsor's name will be tagged to all promos

KBLR TV 39 Telemundo:

M-S 6a-12a : 40 x :30's -Promos

KISF 103.5 FM La Nueva:

M-Su 6a-12a: 20 x 30's- Promos

1460 AM ESPN DEPORTES:

M-Su 6a-12a : 40 x :30's -Promos

KRGT 99.3 FM Recuerdos:

M-S 6a-12a 20 x :30's- Promos

101.9 FM La Buena:

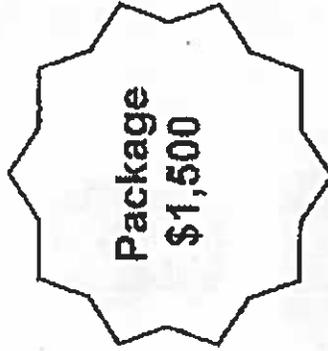
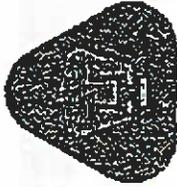
M-Su 6a-12a : 40 x 30's-Promos

KHDF 19 Azteca:

M-Su 6a-12a 20 x :30's-Promos

UNIVISION 15

M-Su 6a-12a 10 x :30's Promos



10 tickets for the game

The day of the event : 2 Banners and table for exhibition.

Sponsorship Value: \$1,500 190 Promos

By signing, this I agree to the standard terms and conditions of Orbis Communications . Package cannot be altered. Station will rotate package commercial equally if possible, unless individual time-periods have been sold out at Rate Card rates

Client Signature

Date

Orbis Communications

(continued from page 1)

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 10/15/2013 BY 60322 UCBAW/STP

1. Name of the person or organization: [Redacted]

2. Address: [Redacted]

Item	Quantity	Description	Unit Price	Total Price
1	100	...	...	...
2	50	...	...	...
3	200	...	...	...
4	150	...	...	...
5	300	...	...	...
6	100	...	...	...
7	250	...	...	...
8	120	...	...	...
9	180	...	...	...
10	90	...	...	...
11	220	...	...	...
12	110	...	...	...
13	160	...	...	...
14	80	...	...	...
15	240	...	...	...
16	130	...	...	...
17	190	...	...	...
18	70	...	...	...
19	210	...	...	...
20	140	...	...	...
21	170	...	...	...
22	60	...	...	...
23	230	...	...	...
24	100	...	...	...
25	150	...	...	...
26	90	...	...	...
27	200	...	...	...
28	120	...	...	...
29	180	...	...	...
30	70	...	...	...
31	220	...	...	...
32	110	...	...	...
33	160	...	...	...
34	80	...	...	...
35	240	...	...	...
36	130	...	...	...
37	190	...	...	...
38	70	...	...	...
39	210	...	...	...
40	140	...	...	...
41	170	...	...	...
42	60	...	...	...
43	230	...	...	...
44	100	...	...	...
45	150	...	...	...
46	90	...	...	...
47	200	...	...	...
48	120	...	...	...
49	180	...	...	...
50	70	...	...	...
51	220	...	...	...
52	110	...	...	...
53	160	...	...	...
54	80	...	...	...
55	240	...	...	...
56	130	...	...	...
57	190	...	...	...
58	70	...	...	...
59	210	...	...	...
60	140	...	...	...
61	170	...	...	...
62	60	...	...	...
63	230	...	...	...
64	100	...	...	...
65	150	...	...	...
66	90	...	...	...
67	200	...	...	...
68	120	...	...	...
69	180	...	...	...
70	70	...	...	...
71	220	...	...	...
72	110	...	...	...
73	160	...	...	...
74	80	...	...	...
75	240	...	...	...
76	130	...	...	...
77	190	...	...	...
78	70	...	...	...
79	210	...	...	...
80	140	...	...	...
81	170	...	...	...
82	60	...	...	...
83	230	...	...	...
84	100	...	...	...
85	150	...	...	...
86	90	...	...	...
87	200	...	...	...
88	120	...	...	...
89	180	...	...	...
90	70	...	...	...
91	220	...	...	...
92	110	...	...	...
93	160	...	...	...
94	80	...	...	...
95	240	...	...	...
96	130	...	...	...
97	190	...	...	...
98	70	...	...	...
99	210	...	...	...
100	140	...	...	...

EXHIBIT 10

12/10/2014

craigslist account

[craigslist](#) > [home of ymirak@aol.com](#)

[\[log out\]](#) [\[help pages\]](#)

[postings](#) [drafts](#) [searches](#) [settings](#) [billing](#)

your postings: [all](#) | [active](#) | [inactive](#)

In category:

Showing all postings

new posting in:

(page: 1)

status	manage	posting title	area and category	posted date	id
Expired	repost	FOOD CARTS STAINLESS STEA - \$3000	lvj business/commercial - by owner	2014-10-07 13:35	4704932934
Expired	repost	TRUCK TOOL BOX - \$150	lvj auto parts - by owner	2014-01-06 15:26	4275582878
Expired	repost	Start your own mobile food business - \$3000	lvj business/commercial - by owner	2014-01-06 15:10	4276683370
Expired	repost	2 BEDROOM 1 BATH TOWNHOUSE FOR RENT - \$650	lvj apts/housing for rent	2013-09-27 09:22	4094670899
Expired	repost	FOOD CARTS STAINLESS STEA - \$3000	lvj business/commercial - by owner	2013-08-06 18:07	3915202853
Expired	repost	Start your own mobile food business - \$3000	lvj business/commercial - by owner	2013-01-09 12:41	3534178906
Expired	repost	2 FOOD CARTS STAINLESS STEEL - \$3000	lvj business/commercial - by owner	2012-09-27 10:59	3300415285
Expired	repost	FOOD CARTS STAINLESS STEAL - \$3000	lvj appliances - by owner	2012-09-27 10:55	330045876

page: 1

STATE OF NEW YORK

IN SENATE
January 12, 1910

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 12, 1898

ALBANY: J. B. LIPPINCOTT COMPANY, PRINTERS, 1910.

RECEIVED
JAN 12 1910

STATE OF NEW YORK
LAND OFFICE

ALBANY, N. Y.

1910

ALBANY, N. Y.

ALBANY, N. Y.

EXHIBIT 11

PERSONAL PROPERTY BILL OF SALE

1. Karimy Maldonado Seller(s), hereby sell(s) the goods described in paragraph 2 to Leticia Santos Buyer(s).

2. The goods being sold under this bill of sale (Goods) are:
2 stainless steel food carts @
3,000.00 each.

3. The full purchase price for Goods is \$ 6,000.00. In exchange for Goods, Buyer(s) has/have paid Seller(s) (choose one):
the full purchase price,
\$ 4,450.00 as a down payment, balance due in 30 days,
as a down payment and has/have executed a promissory note for the balance of the purchase price.

4. Seller(s) warrant(s) that Seller(s) is/are the legal owner(s) of Goods and that Goods are free from liens and encumbrances, except

Seller(s) agree(s) to remove any lien or encumbrance specified in this clause with the proceeds of this sale within 0 days of the date of this bill of sale.

5. Seller(s) believe(s) Goods to be in good condition except for the following defects:
Needs sinks

6. Other than the warranty of ownership in Clause 4 and the representations in Clause 5, seller(s) make(s) no express warranties. The Buyer(s) take(s) all goods as is. Seller(s) hereby disclaim(s) the implied warranty of merchantability and all other implied warranties which may apply to the extent that such disclaims are permitted in the state having jurisdiction over this bill of sale.

7. Goods shall be delivered to Buyer(s) in the following manner (choose one and fill in information if Box b or c is checked):
(Rainbow 7 Desert Inn)

a. Buyer shall take immediate possession of Goods.
 b. Buyer(s) assume(s) responsibility for picking up goods from Storage unit within 7 days.

c. In exchange for an additional delivery charge of \$ _____ receipt of which is hereby acknowledged, Seller(s) will deliver Goods within _____ day(s) to the following location:

Maldonado

Leticia Santos

6/4/14

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	C:
VIEWPONTE	20140616	1964210897	12210002	0000000805002218	000000	1,000.00	485524580	

CHASE MONEY ORDER # 1964210897
 Date 06/04/2014
 Pay To The Order Of: Ochis Group \$ 1,000.00
 For: ONE THOUSAND DOLLARS AND 00 CENTS
 Address: 5855 Millard St Q112
 Phoenix Chase Bank, N.A. Phoenix, AZ
 MICR: 60210
 Note: For information only. Comment has no effect on bank's payment.
 # 1964210897 # 122100024: 806002218

WARNING - DO NOT CASH CHECK WITHOUT NOTING WATERMARK. NEED TO UPLIFT TO VIEW THE WATERMARK.
 DO NOT WRITE/SIGN/STAMP OR DO THIS LINE
 SIGNATURE: Xp... [Signature]
 DO NOT WRITE/SIGN/STAMP OR DO THIS LINE
 MICR: 60210
 For information only. Comment has no effect on bank's payment.
 1-800-234-4123

Copyright © 2002-06 Wells Fargo & Company. All rights reserved.

Site	Paid Date	Serial	Routing	Account	PC	Amount	Sequence #	Cf
VIEWPOINTE	20140616	1964210899	12210002	0000000806002218	000000	1,000.00	485524578	

788 11187 NEW CLASS 00190346

MONEY ORDER

1964210899 1221

Date 06/04/2014

CHASE

Pay To The Order Of: Orbis Group \$1,000.00

Pay: ONE THOUSAND DOLLARS AND 00 CENTS

NOT VALID FOR MORE THAN \$1000.00
Do not write on this form

Normal: Eucanto

Signature: Manuel Cadenas
ADDRESS: 5955 William St 89122
JP Member: Chase Bank N.A. Phoenix, AZ

Note: For information only. Comment has no effect on bank's payment.

⑈ 1964210899 ⑆ 1221000240 806002218 ⑆

WARNING - DO NOT CASH/CHECK
THIS MONEY ORDER AT ANY BANK OR
CASH ADVANCE SERVICE. ONLY
CASH AT THE ISSUING BANK.

X Manuel Cadenas

DO NOT WRITE IN THESE SPACES

STANDARD BANK PAPER

FOR DEPOSIT ONLY - DEPOSIT ONLY PERMITTED

SINGULAR

JPMorgan Chase Bank, N.A.
148800448

Acceptance of this instrument is subject to the terms and conditions of the Uniform Commercial Code and the Uniform Money Order Act as published by the American Institute of Banking Law.

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EXHIBIT 13



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: May 25, 2014

MANUEL CADENAS

("Buyer"), hereby offers to purchase:

1350 PECAN TREE CT, LAS VEGAS, NV 89142

("Property").

within the city or unincorporated area of LAS VEGAS, County of CLARK

State of Nevada, Zip 89142, A.P.N. # 161-03-114-031 for the purchase price of \$ 305,000.00

(One Hundred Five Thousand dollars) ("Purchase Price") on the terms and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 1,500.00 A. EARNEST MONEY DEPOSIT ("EMD") is [] presented with this offer -OR- []

(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).)

N/A B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) additional deposit [] will -OR- [] will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

78,750.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [] Conventional, [] FHA, [] VA, [X] Other (specify) CASH HARD MONEY Interest: [] Fixed rate, years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed % Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

N/A 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. Initial rate of interest not to exceed % Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

N/A E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

24,750.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

105,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prations, 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 particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /

Property Address: 1350 PECAN TREE CT LAS VEGAS, NV 89142 SELLER(S) INITIALS: /

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

2 A. **NEW LOAN APPLICATION:** Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard
4 factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the
5 applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the
6 escrow and return EMD to Buyer. Buyer

7 does -OR- does not
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. **CASH PURCHASE:** Within 5 business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.
19

20 3. **SALE OF OTHER PROPERTY:**

21 This Agreement
22 is not -OR-
23 is contingent upon the sale (and closing) of another property which address is _____

24 Said Property
25 is currently listed
26 is not -OR- is
27 presently in escrow with _____
28 Escrow Number: _____ Proposed Closing Date: _____

29 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
30 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
31 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
32 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
33 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
34 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
35 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
36 ability to obtain financing is not contingent upon the sale and/or close of any other property.
37

38 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
39 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
40 all items are transferred in an "AS IS" condition.

41 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
42 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
43 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
44 satellite dish(es), private integrated telephone systems, air conditioners/conditioner(s), pool/spa equipment, garage door
45 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
46 systems/alarms(s);

47 B. The following additional items of personal property: _____
48

49 5. **ESCROW:**

50 A. **OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
51 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
52

53 Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC / _____
54 1350 PECAN TREE CT
55 LAS VEGAS, NV 89142 SELLER(S) INITIALS: _____ / _____
56 Property Address: _____
57

1 ("Opening of Escrow"), at CHICAGO TITLE escrow company ("Escrow Company" or
 2 "ESCROW HOLDER") with LORENA ARELLANO ("Escrow Officer") (or such other escrow officer as
 3 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
 4 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
 5 respective Brokers) of the opening date and the Escrow Number.

6
 7 B. **EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
 8 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

9
 10 C. **CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) June 16, 2014
 11 If the designated date falls on a weekend or holiday, COE shall be the next business day.

12
 13 D. **IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
 14 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
 15 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
 16 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
 17 federal law.

18
 19 6. **TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
 20 Standard Title Policy; Residential Title Policy; Homeowner Title Policy -OR- Extended
 21 Coverage Title Policy (including a survey, if required).

22
 23 7. **PRORATIONS, FEES AND EXPENSES (Check appropriate box):**

24 A. **TITLE AND ESCROW FEES:**

25 TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
26 Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
27 Lender's Title Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28 Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29 Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30 Trash Service Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31 (to be paid current through COE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

34 B. **PRORATIONS:**

35 TYPE	PAID BY SELLER	PRORATE	N/A
36 CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37 CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38 SEDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39 Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40 Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
41 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

42
 43 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
 44 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

45
 46 C. **INSPECTIONS AND RELATED EXPENSES (See also Section 12):** Acceptance of this offer is subject to
 47 the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building
 48 inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas,
 49 power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to
 50 remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

51 TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
52 Appraisal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53 CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
54 CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
55 CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
56 Energy Audit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
57 Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /

Property Address: 1350 PECAN TREE CT SELLER(S) INITIALS: /
LAS VEGAS, NV 89142

1	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Wood-Burning Device/Chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

20 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 21 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 22 reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will
 23 be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable
 24 invoice).

25
 26 **D. CERTIFICATIONS:** Notwithstanding the elections below, in the event an inspection reveals problems with any
 27 of the foregoing, Buyer reserves the right to require a certification.

28	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
29	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
31	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
32	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
33	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
34	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

35
 36
 37 The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary
 38 prior to COE (along with the applicable invoice). A certification is not a warranty.

39
 40 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
 41 amount of \$ _____ to correct defects and/or requirements disclosed by inspection reports, appraisals,
 42 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 43 the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property
 44 Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
 45 Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
 46 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
 47 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
 48 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
 49 and Seller or requested by one party.

50
 51 **F. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute
 52 \$ 2,900.00 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees including -OR- excluding
 53 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
 54 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

55
 56 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
 57 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
 58 FIDELITY HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /
 1350 PECAN TREE CT
 Property Address: LAS VEGAS, NV 89142 SELLER(S) INITIALS: _____ /
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1 Plan at a price not to exceed \$ 369,000. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
2 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
3 ordering the Home Protection Plan.

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

10
11 9. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"),
12 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
13 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
14 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
15 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
16 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
17 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
18 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
19 Buyer shall promptly receive a refund of the BMD. The parties agree to execute any documents requested by ESCROW
20 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
21 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

22
23 10. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
24 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 25 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
26 Sellers Real Property Disclosure Form (NRS 40.683)
- 27 Fungal (Mold) Notice Form (not required by Nevada law)
- 28 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
- 29 Pest Notice Form (not required by Nevada law)
- 30 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
- 31 Open Range Disclosure (NRS 113.065)
- 32 Seller Real Property Disclosure Form (NRS 113.130)
- 33 Supplemental Property Information Form (not required by Nevada law)
- 34 Other (list) _____

35
36 A. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
37 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
38 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
39 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
40 CFR 460.16); and Other: _____

41
42
43 B. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
44 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
45 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
46 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
47 and that future demand and airport operations may increase significantly. For further information, contact your local
48 department of aviation or the Federal Aviation Administration.

49
50
51 C. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
52 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
53 federal or state fair housing law.

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /
1350 PECAN TREE CT
Property Address: LAS VEGAS, NV 89142 SELLER(S) INITIALS: /
Rev. 03/14

1 11. BUYER'S DUE DILIGENCE.
2 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
3 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
4 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
5 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
6 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
7 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
8 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
9 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
10 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
11 be deemed to have waived the right to cancel under this section.

12
13 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
14 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
15 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
16 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
17 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
18 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
19 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
20 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
21 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
22 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
23 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
24 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
25 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
26 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and
27 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
28 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
29 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
30 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
31 number of the inspector.

32
33 C. PRELIMINARY TITLE REPORT: Within ten (10) business days of Opening of Escrow, Title Company
34 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
35 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
36 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
37 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
38 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
39 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
40 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
41 Exceptions."

42
43 12. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of
44 the Property within 5 calendar days prior to COE to ensure the Property and all major systems, appliances,
45 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
46 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by
47 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any
48 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right
49 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
50 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have
51 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-
52 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer
53 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,
54 except as otherwise provided by law.

55
56 13. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door
57 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
58 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /
Property Address: 1350 PECAN TREE CT
LAS VEGAS, NV 89142 SELLER(S) INITIALS: /
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1 COE-OR- _____ In the event Seller does not vacate the Property by this time, Seller shall be
2 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
3 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
4 considered abandoned by Seller.

5
6 14. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
7 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
8 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
9 to Buyer.

10
11 15. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by
12 Buyer.

13
14 16. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the
15 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
16 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
17 (unless otherwise provided herein).

18
19 17. DEFAULT:
20
21 A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the
22 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the
23 foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall
24 not apply. Because each party is giving up a right, each party is encouraged to have an independent lawyer of
25 their choice review this mediation provision before agreeing thereto.

26
27 By initialing below, the parties confirm that they have read and understand this section and voluntarily agree
28 to the provisions thereof. In doing so, the parties voluntarily give up important constitutional rights to trial by
29 judge or jury, as well as rights to appeal. [] []

30
31 B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
32 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
33 damages incurred by Buyer due to Seller's default.

34
35
36
37 C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of the
38 following legal recourses against Buyer (initial one only):

39
40 [MC] [] As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this
41 respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a
42 reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any
43 additional deposit not considered part of the EMD in Section 1(D) herein will be immediately released by ESCROW
44 HOLDER to Buyer.

45 -OR-
46 [] [] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may
47 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the
48 Property is sold to a third party and the difference in the sales price.

49 **Instructions to Escrow**

50
51 18. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
52 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
53 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
54 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
55 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
56 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /
Property Address: 1350 PECAN TREE CT
LAS VEGAS, NV 89142 SELLER(S) INITIALS: /
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1 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER
2 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
3 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
4 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
5 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
6 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
7 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
8 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
9 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
10 in said action, shall be the responsibility of the parties hereto.

11
12 19. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account held by ESCROW
13 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
14 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
15 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
16 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
17 funds are held by ESCROW HOLDER.

18 **Brokers**

19
20 20. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
21 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum
22 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,
23 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and
24 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue
25 all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or
26 Seller's Broker, Buyer will -OR- will not pay Buyer's Broker additional compensation in an amount determined
27 between the Buyer and Buyer's Broker.

28
29 21. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
30 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations
31 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
32 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
33 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
34 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
35 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
36 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
37 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
38 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
39 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

40 **Other Matters**

41
42 22. DEFINITIONS: "Acceptance" means the date that both parties have consented to and received a final, binding
43 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
44 or licensee working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
45 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
46 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
47 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
48 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
49 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
50 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
51 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
52 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
53 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
54 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /
Property Address: 1350 PECAN TREE CT
LAS VEGAS, NV 89142 SELLER(S) INITIALS: _____ /
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1 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
2 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
3 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable
4 form of payment determined by ESCROW HOLDER in accordance with NRE 645A.171. "IRC" means the Internal Revenue
5 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
6 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
7 "PTI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
8 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
9 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
10 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
11 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
12 "USC" is the United States Code. "VA" is the Veterans Administration.

13
14
15 **23. SIGNATURES, DELIVERY, AND NOTICES:**

16
17
18 A. This Agreement may be signed by the parties on more than one copy, which, when taken together, each
19 signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be
20 signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

21
22 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
23 Seller or Buyer if represented.

24
25 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
26 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
27 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
28 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

29
30 24. IRC 1031 EXCHANGE: Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
31 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
32 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

33
34 25. OTHER ESSENTIAL TERMS: Time is of the essence. No change, modification or amendment of this Agreement
35 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
36 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
37 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
38 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
39 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
40 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
41 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
42 such prevailing party.

43
44 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
45 the terms of this Agreement.

46
47 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
48 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

49
50 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
51 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
52 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
53 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
54 APPROPRIATE PROFESSIONAL.

55
56 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
57 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
58 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC /
1350 PECAN TREE CT
Property Address: LAS VEGAS, NV 89142 SELLER(S) INITIALS: /
Rev. 03/14 ©2013 Greater Las Vegas Association of REALTORS® Page 9 of 11
Produced with zipForm® by zip.cpls 10070 Filmore Mtn Road, Prater, Michigan 48028 www.zipForm.com MANUEL

1 26. ADDENDUM(S) ATTACHED: _____
2 _____
3 _____

4 27. ADDITIONAL TERMS: _____
5 _____
6 _____
7 _____
8 _____
9 _____
10 _____
11 _____

Earnest Money Receipt

12 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HERIN of the sum of \$ 1,500.00
13 evidenced by Cash, Cashier's Check, Personal Check, or Other
14 payable to CHICAGO TITLE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
15 day, with Escrow Holder, Buyer's Broker's Trust Account, - OR - Seller's Broker's Trust Account.
16
17 Date: _____ Signed: _____ Buyer's Agent _____

Buyer's Acknowledgement of Offer

20 Confirmation of Representation: The Buyer is represented in this transaction by:
21
22 Buyer's Broker: DAMON CALDWELL Agent's Name: CARMEN THOMAS
23 Company Name: RELIANT ERA GROUP Agent's Public ID: 211486
24 Phone: (702) 460-1480 Office Address: 8895 W. SUNSET RD
25 Email: CARMEN1624@AOL.COM City, State, Zip: LAS VEGAS, NV 89113
26 Fax: (702) 368-1611

28 BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if
29 he/she is a principal in a transaction or has an interest in a principal to the transaction.
30 is a licensed real estate agent in the State(s) of _____, and has the following
31 interest, direct or indirect, in this transaction: Principal (Buyer) -OR- family or firm relationship with Buyer or ownership
32 interest in Buyer (if Buyer is an entity): (specify relationship) _____
33

34 Seller must respond by: _____ AM PM on (month) _____, (day) _____, (year) _____. Unless this
35 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and
36 time, this offer shall lapse and be of no further force and effect.
37

38 Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
39 attachments.

41  _____ 05/26/2014 8:00 AM PM
42 Buyer's Signature Buyer's Printed Name Date Time
43
44 _____ : _____ AM PM
45 Buyer's Signature Buyer's Printed Name Date Time
46

Buyer's Name: MANUEL CADENAS BUYER(S) INITIALS: MC / _____
Property Address: 1350 PECAN TREE CT SELLER(S) INITIALS: _____ / _____
LAS VEGAS, NV 89142

Seller's Response

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

2
3
4 Seller's Broker: _____ Agent's Name: _____
5 Company Name: _____ Office Address: _____
6 Phone: _____ City, State, Zip: _____
7 Email: _____ Fax: _____

8
9 SELLER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose
10 if he/she is a principal in a transaction or has an interest in a principal to the transaction. _____
11 _____ is a licensed real estate agent in the State(s) of _____, and has the following interest,
12 direct or indirect, in this transaction: Principal (Seller) -OR- family or firm relationship with Seller or ownership interest
13 in Seller (if Seller is an entity): (specify relationship) _____

14
15 FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to
16 ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign
17 Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not
18 treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person
19 under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller understand that
20 if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW HOLDER in
21 accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER the
22 necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required (See 26 USC
23 Section 1445).

24
25 FIRPTA DECLARATION: Seller declares that he/she
26 is not -OR-
27 is a foreign person therefore subjecting this transaction to FIRPTA withholding
28
29
30
31
32
33
34
35
36
37
38
39
40
41

SELLER(S) INITIALS: _____ / _____

30 ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and
31 all signed addenda, disclosures, and attachments.
32 COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
33 REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

36 _____ : AM PM
37 Seller's Signature _____ Seller's Printed Name _____ Date _____ Time _____
38
39 _____ : AM PM
40 Seller's Signature _____ Seller's Printed Name _____ Date _____ Time _____
41

Buyer's Name: _____ MANUEL CADENAS _____ BUYER(S) INITIALS: MC / _____
Property Address: _____ 1350 PECAN TREE CT _____ SELLER(S) INITIALS: _____ / _____
LAS VEGAS, NV 89142
Rev. 03/14 ©2013 Greater Las Vegas Association of REALTORS® Page 11 of 13
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EXHIBIT 14

EXHIBIT 14

**ADDENDUM NO. 1
TO PURCHASE AGREEMENT**



In reference to the Purchase Agreement executed by MANUEL CADENAS
as Buyer(s) and _____
as Seller(s), dated May 25, 2014
covering the real property at 1350 PECAN TREE CT, LAS VEGAS, NV 89142
the Buyer Seller hereby proposes that the Purchase
Agreement be amended as follows:

1. SALES PRICE TO BE \$111,000.00
2. ALL THE TERMS 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.

MC
 Buyer Seller _____ 05/28/2014
MANUEL CADENAS Date

Buyer Seller _____ 12:00 PM
Time

Acceptance:
 Buyer Seller _____ Date

Buyer Seller _____ Time

Prepared by: CARMEN THOMAS _____ 702-460-1480
Agent's Printed Name Phone



ADVERSE RECORDS SECTION
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

EXHIBIT 15

Federal Home Loan Mortgage Corporation Terms

The Seller selected your Buyer's Offer with the terms as set forth below:

Purchase Agreement dated May 25, 2014, executed by Manuel Cadenas as Buyer(s) and Federal Home Loan Mortgage Corporation, as Seller, covering the real property located at 1350 Pecan Tree Court, Las Vegas, NV 89142.

- (1) Sales Price shall be \$111,000
- (2) Close of Escrow shall be 07/18/2014
- (3) Buyer(s) shall be Manuel Cadenas
- (4) Per Diem to extend the Close of Escrow shall be \$50 and any extension is subject to Seller's approval
- (5) EMD shall be \$1500 Payable to Copper Castle in certified funds or wired
- (6) Property is sold in "As Is" condition
- (7) Closing costs paid by Seller on behalf of Buyer(s) shall be \$3330
- (8) Buyer(s) shall pay State Transfer Tax and CIC Transfer Fees if any
- (9) Financing Type is Hard Money Loan 75% Loan to Value
- (10) In the event buyer elects own title/closing, Buyer shall pay all fees charged by their chosen title/company; Seller will not pay any closing, escrow or other fees to said company
- (11) HS addendums (to follow) to be returned within 72 hours or will be subject to cancellation
- (12) Notwithstanding paragraph 18 of Seller Addenda, State Transfer Taxes or Stamps are allowed as part of the buyer closing costs shown in 17b of Seller Addenda (to follow)

The Seller reserves the right to accept other offers if received prior to Buyer's and Seller's acceptance of all the terms of the original offer and these terms. Deadline for Buyer to respond with Acceptance, Counter or Rejection of these terms is June 3, 2014 at 5:00 p.m.



Buyer

06/07/14

Date
6:59am

Time

Buyer

Date

Time

EXHIBIT 16

The Castle Law Group, LLP
5275 South Durango Drive
Las Vegas, NV 89113
MAIN: (702)435-4175

Wiring Instructions

***** ALWAYS USE YOUR MOST RECENTLY RECEIVED WIRING INSTRUCTIONS,
AS THE BANK INFORMATION MAY HAVE CHANGED*****

Beneficiary Bank Name:	Wells Fargo
Beneficiary Bank Routing Number:	121000248
Beneficiary Bank Address:	420 Montgomery Street San Francisco, California 94104
Beneficiary Account Number:	7809913523
Beneficiary Account Name:	The Castle Law Group, LLP

All Wires MUST include:

- 1.) Our File Number: 14819NVREO
- 2.) Property Address: 1350 Pecan Tree Court
Las Vegas, NV 89142

If you have any questions, please contact:
The REO Accounting Department
(702)435-4175

Thank You!

*This document is Private and Confidential and is not to be shared
with any parties not directly involved with this transaction.*

EXHIBIT 17

CONTRACT INFORMATION SHEET AND DOCUSIGN INSTRUCTIONS

Contract Date: 05/25/2014

Closing Date: 07/18/2014

Owner Occupant: YES

Purchase Price: \$111,000

All Cash/Other Financing: Hard Money Loan

Property Address: 1350 PECAN TREE COURT, LAS VEGAS, NV 89142

Complete Name(s) in which title is to be taken (must match purchase agreement):

Manuel Cadenas

Listing Broker Information

Listing Agent: Michael Lewis

Company: Team Realty

Email: mlewis@teamrealtynv.com

Company Address: 2470 St. Rose Parkway, Suite 106, Henderson, NV 89074

Company Phone: 702-485-1457

Company fax: 888-528-2598

Selling Broker Information

Selling Agent Name: Carmen Thomas

Company: Realty One Group

Email: carment524@aol.com

Company Address: 8395 W. Sunset Rd #190, Las Vegas, NV 89113

Agent Number: 702-460-1480

Agent Fax: 702-995-7833

Closing Agent Information

Contact Name: Tisha Rooney

Company: Cooper Castle

Email: trodney@ccfirm.com

Company Address: 5275 South Durango Drive, Las Vegas, NV 89113

Closing Agent Phone: 702-435-4175

Closing Agent Fax: 702-939-8865

You may want to Print this Page or keep it open alongside your DocuSign Window
to follow the needed Steps.

Please do not use a Mobile Device to sign the Documents.

DocuSign Instructions for Signing the Seller Addenda.

Please follow these steps:

1. Click the "View Documents" Link when you receive the email from us;
2. Choose the Option "I agree to do business electronically with Team Realty;"
3. Click the "Review Document" Link;
4. Click the "Start" Button (Top Left Corner) to begin signing.

When you are prompted, click the Buttons to add your Initials or Signature.

5. **IMPORTANT: CLICK THE "ADOPT AND SIGN" LINK.**

**DO NOT CHANGE YOUR NAME. YOUR NAME HAS BEEN SET UP TO MATCH
YOUR NAME AS IT IS SHOWN ON YOUR PURCHASE AGREEMENT.**

6. Click the "Confirm Signing" Link once you have finished initialing and signing.

Your Documents will be emailed to us with a copy sent to your Realtor.

If you have any trouble signing your Documents please call Tamra DeSimone with Team Realty
at 702-553-5650.

If you have any questions about the Documents or your Transaction please contact your
Realtor.

DOCUMENTS

Amendment #2 - negotiated price and terms

Seller's addendum

Property condition and release

Sellers Real Property Disclosure (SRPD)

Affidavit of Occupancy

Commission Authorization - may be signed by selling agent

Home Warranty Invoice - to be provided by Selling Agent

RED disclosure - 2 pages

Mold Disclosure - 1 page

Construction defect disclosure and waiver - 1 page

Residential Disclosure Guide

DOCUMENTS REQUIRED PRIOR TO CLOSE OF ESCROW

Final walk through and inspection

EXHIBIT 18

Certificate of Completion

Envelope Number: ABCEF0D320304BEDA603648D5132E679 Status: Completed
 Subject: Please DocuSign this document: Contract Package.pdf 1350 Pecan Tree
 Source Envelope:
 Document Pages: 39 Signatures: 13 Envelope Originator:
 Certificate Pages: 4 Initials: 21 TamraDeSimone
 AutoNav: Enabled 1720 Choice Hills
 EnvelopeID Stamping: Enabled Henderson, NV 89012
 tamra@learnrealtylv.com
 IP Address: 75.82.147.55

Record Tracking

Status: Original Holder: TamraDeSimone Location: DocuSign
 6/3/2014 4:02:43 PM PT tamra@learnrealtylv.com

Signer Events

Signature	Timestamp
Manual Cadenas gustavo_chevalle@hotmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/4/2014 2:34:17 PM PT ID: 81a9d48b-d066-4367-b6b1-c1d5b390440b	Sent: 6/3/2014 4:10:53 PM PT Viewed: 6/4/2014 2:34:17 PM PT Signed: 6/4/2014 2:36:17 PM PT Using IP Address: 70.180.144.216

Carmen Thomas carmont824@aol.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/4/2014 3:11:57 PM PT ID: d5d2ad26-1ce4-4ce3-83c7-aa34fb8e0d352	Sent: 6/4/2014 2:36:19 PM PT Viewed: 6/4/2014 2:40:33 PM PT Signed: 6/4/2014 3:14:47 PM PT Using IP Address: 70.180.144.216
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In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Notary Events

Envelope Summary Events

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2014 2:38:26 PM PT
Certified Delivered	Security Checked	6/4/2014 2:40:33 PM PT
Signing Complete	Security Checked	6/4/2014 3:14:47 PM PT
Completed	Security Checked	6/4/2014 3:14:47 PM PT

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Team Realty (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Team Realty:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tamra@teamrealtylv.com

To advise Team Realty of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tamra@teamrealtylv.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Team Realty

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tamra@teamrealtylv.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Team Realty

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to tamra@teamrealtylv.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Team Realty as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Team Realty during the course of my relationship with you.

[Redacted header text]

1. [Redacted text]
2. [Redacted text]
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9. [Redacted text]
10. [Redacted text]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted section header]

[Redacted text block]

Disbursements Summary

Order Number: 14818NVREG
 Borrower: Manuel Cardenas
 Seller: Federal Home Loan Mortgage Corporation
 Lender: Capital Mortgage Corp
 Settlement Agent: The Cattle Law Group, LLP
 (702)435-4175
 Place of Settlement: 5276 South Durango Drive
 Las Vegas, NV 89113
 Settlement Date: July 31, 2014
 Disbursement Date: July 31, 2014
 Property Location: 1330 Pecten Tree Court
 Las Vegas, NV 89142
 Clark County, Nevada

Receipts	Type	Medium	Number	Date	From	Amount
Wire(c)	Wire		4750	07/24/14	Manuel Cardenas Deposit of earnest money (201) \$1,500.00; CASH FROM BORROWER (300) \$17,337.81	Cash from Buyer 31,482.81
Wire(c)	Wire		4939	08/05/14	Manuel Cardenas	EMD 1,500.00
Total Posted Receipts (2):						32,982.81
Total Pending and Posted Receipts (2):						32,982.81

Disbursements	Type	Medium	Number	Date	To	Amount
Wire(c)	Wire		2876	09/05/14	Federal Home Loan Mortgage Corporation	1,000.00
Check(c)	Check		30022804	08/07/14	Manuel Cardenas CASH TO BORROWER (303) \$31,982.81	EMD & CLOSING FUNDS REFUND FROM ESGROW CANCELLATION 31,982.81
Total Posted Disbursements (2):						32,982.81
Total Pending and Posted Disbursements (2):						32,982.81

Order Summary		Amount
Total Posted Receipts minus Total Posted Disbursements:		0.00
Total Posted Receipts minus Total Pending and Posted Disbursements = Balance:		0.00
Balance with Pending Receipts:		0.00

10/11/11



STATE OF TEXAS
OFFICE OF THE ATTORNEY GENERAL

TO THE HONORABLE THE COMMISSIONERS OF THE TEXAS DEPARTMENT OF TRANSPORTATION
FROM THE ATTORNEY GENERAL

RE: [Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

Very truly yours,
[Illegible signature]

[Illegible signature]

EXHIBIT 20



**ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)**

This Addendum is to be made a part of the agreement (Contract of Sale) dated May 25, 2014, between Federal Home Loan Mortgage Corporation (Seller, sometimes described as Freddie Mac or HomeSteps) and Mervel Codensa (Purchaser), for the property located at 1350 PECAN TREE COURT, LAS VEGAS, NV, 89142 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. CONDITIONS OF SALE: Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

MC

IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. TITLE: The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The agent responsible for settling the transaction, disbursing funds and closing escrow ("Closing Agent") is responsible for providing or obtaining the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

Seller's Initials
Buyer's Initials

MC

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

3. **UNWRITTEN STATEMENTS:** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE; CLOSING:** IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. Settlement/closing shall be held in the offices of a Closing Agent selected by Purchaser, in accordance with the provisions of paragraph 17 herein, unless otherwise required by applicable law. Closing shall occur on or before July 18, 2014, or within seven (7) calendar days of Purchaser's loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the earnest money deposit in certified funds to the real estate broker listing the property for sale pursuant to a separate agreement with Seller ("Broker"). The earnest money deposit shall be held by the Closing Agent in escrow or Broker in a noninterest bearing account. At closing, Purchaser must pay any amounts due by certified, bank, or cashier's check made payable to the Closing Agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the settlement and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem of \$ 50.00 per calendar day through and including the new closing date specified in the written extension.

5. **PRORATIONS:** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Rental payments will be prorated outside and after closing, and will not be reflected on the settlement statement. Prorated rental payments are to be returned to the tenant from whom they were received, once requested, and not returned to Purchaser. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that occurred prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS:** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current tenant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.

7. **DELIVERY OF POSSESSION:** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser allows the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

Seller's Initials
Buyer's Initials ML

necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale.

ML

(Purchaser's Initials) Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event the inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser. To cancel in such event, Purchaser must, within twelve (12) calendar days from the final execution date of the Contract of Sale, provide Seller with written notice of cancellation.

PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. COMPLIANCE CERTIFICATES: Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. TERMITES/WOOD DESTROYING INSECTS: Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

- a. Seller shall not repair or treat any such damage caused by termites or wood destroying insects,
- b. Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00

if the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. REPAIRS: Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$ 0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. **PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.**

13. INDEMNIFICATION: Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. FINANCING: The type of financing shall be as follows (check paragraph (a), (b), or (c) below as applicable):
a. Purchaser shall apply for HomeSteps Financing from a participating lender in the form of a first mortgage secured by the Property in the amount of \$ _____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance or obtain a valuation of the Property, such as an appraisal, so long as the sale closes on or before the date specified in Section 4 of this Addendum. The value used by your lender to assess your application for HomeSteps Financing will be the gross sales price listed in the Contract of Sale. HomeSteps Financing may not be available in all markets, so please check with your agent and your lender regarding availability before making this selection.

b. Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$ 832,500. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:

Seller's Initials: ML
Buyer's Initials: ML

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

Conventional, FHA, VA,

Other: Hard Money Loan

a. Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. **APPLICATION FOR FINANCING:** If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE:** Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS:**

a. **REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.**

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$ 3330.00. Seller's contribution may be applied to any or all of the following actual expenses; FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-sold expenses, survey, and appraisal. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:

1. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of this Property.

2. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law.

3. Purchaser acknowledges that Purchaser is not required by Seller to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.

4. Purchaser acknowledges the notice and information provided in this section 17.c.3, and makes the following selection (Purchaser must choose one):

Selection of a Closing Agent not recommended by Seller. Purchaser selects the following company to act as Closing Agent: _____ The Purchaser will be responsible for payment of the owner's policy of title insurance, if any.

Selection of a company recommended by Seller. Purchaser selects the following company, which has been recommended by Seller, to be the Closing Agent in connection with Purchaser's purchase of the Property: The Connor Castle Law Firm LLP. The Seller will pay for the owner's policy of title insurance. Purchaser shall be responsible to purchase and pay for a lender's policy of title insurance if Purchaser so chooses or is required to purchase one.

Seller's Initials: ML
Buyer's Initials: _____

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

18. **TRANSFER TAXES/TAX STAMPS:** Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT REMEDIES:** In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT:** Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

21. **PURCHASER'S REPRESENTATIONS:** Purchaser represents that:

a. Purchaser intends does not intend to occupy the Property as Purchaser's primary residence.

b. Purchaser is is not related by blood or marriage to the previous owner of the Property.

c. Purchaser is is not currently a HomeSteps Supplier, which includes employees, (as defined in "HomeSteps" Supplier Code of Conduct") approved to perform paid services for HomeSteps or a family member of a HomeSteps Supplier.

d. **FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES.** Purchaser or a member of Purchaser's immediate household is is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

e. If Purchaser is a HomeSteps Supplier, or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps' information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance

Seller's Initials
Buyer's Initials

ML ML

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

(including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities. Purchaser further represents that Purchaser has disclosed to HomeSteps that it is a Supplier and/or family member of a HomeSteps Supplier, and obtained written consent, which may or may not be provided in HomeSteps' sole discretion, to purchase the Property.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT OF SALE

22. ACCEPTANCE OF DEED/MERGER: The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. REAL ESTATE COMMISSION: The real estate commission shall be paid to the Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

- a. The real estate commission due the Broker, subject to any existing referral agreement, shall be 5.00 % of the contract sale price. OR
- b. The real estate commission due the Broker, subject to any existing referral agreement, shall be the minimum list fee of \$ _____

The Closing Agent is authorized and directed to pay Broker's fee, subject to any existing referral agreement, from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS: Seller shall not be responsible for any homeowner's or condominium association assessments that accrued prior to the date Seller acquired the Property.

25. NOTICES: Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's Broker. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's Broker.

26. KEYS: Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and his suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW: Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the Parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

28. SEVERABILITY: The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

29. ALTERNATIVE DISPUTE RESOLUTION: In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form

Seller's Initials DL ML
Buyer's Initials _____

HomeSteps Addendum #1 to Contract of Sale (Non-CA)
Version October 2012

0050

of alternative dispute resolution seeks to impose a binding method of resolution or settlement than Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES:** In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. **ADDITIONAL CONDITIONS:**

AS IS/3% BCC. In the event buyer elects own title/closing, Buyer shall pay all fees charged by their chosen title/company; Seller will not pay any closing, escrow or other fees to said company. HS addendums to be returned within 72 hours or will be subject to cancellation. Notwithstanding paragraph 18 above, State Transfer Taxes or Stamps are allowed as part of the buyer closing costs shown in 17b/Financing Type is Hard Money Loan

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION

PURCHASER(S):

BY: [Signature]

BY: Manuel Cadenas

TITLE: [Signature]

BY: _____

DATE: 6/4/14

DATE: 6/4/2014

Seller's initials: [Signature]
Buyers' initials: [Signature]

HomeSteps Addendum #1 to Contract of Sale (Non-GA)
Version October 2012

17351

EXHIBIT 21



Authorization to Cancel Escrow

To: Fisha Rooney From: Manuel Cadena
Property Address or APN#: 1350 Pecan Tree 161-03-114-031
Escrow Company: The Quotie Law Group Escrow #: _____
Date: 7/24/14

I/We Buyer(s) Seller(s) unconditionally authorize and instruct Realty ONE Group and Escrow Company to cancel the above referenced escrow.

Manuel Cadena _____ 07-24-14 6:00 am/pm
Buyer Buyer Date Time

Seller Seller Date Time

Disbursement of Earnest Money

As a separate and distinct component of this authorization and instruction, and not as a condition of our instruction to cancel said escrow, you are hereby authorized to immediately release the earnest money in the amount of \$ 1,500 directly to:

Buyer Seller

In the event of an objection to this instruction, you're to hold the earnest money in the escrow account until the parties reach a mutual agreement or there is an award made by a court of law.

Manuel Cadena _____ 07-24-14 6:00 am/pm
Buyer Buyer Date Time

Seller Seller Date Time

EXHIBIT 22

Las Vegas Nv Julio 24, 2014

Yo Manuel Cadenas Salinas con domicilio en 5818 Dodd St apt B Las Vegas Nv 89122

Declaro lo siguiente para los fines a que haya lugar.

- 1.- Contrate a Carmen Thomas como mi agente de Real Estate para la compra de una casa después de ver varias decidí hacer una oferta en la propiedad 1350 PECAN TREE CT Las Vegas 89142 el día 25 de mayo 2014 y que firme con mis iniciales posteriormente el día 06/03/2014 Carmen Thomas me explico que se tenía que aceptar electrónicamente (docuSign) y yo acepte por lo cual abrimos un escrow poniendo \$1500 directamente con un depósito electrónico (Carmen Thomas no recibió dinero de mi parte).
- 2.- El mismo día de mi oferta firme mi WAIVER OF INSPECTION (me explicaron que podía hacer unas inspecciones en la casa pero decidí no hacerlas) por ser una casa repositada por el gobierno se vendía así en las condiciones que estaba.
- 3.- Recibí mi carta de mi prestamista donde se me explicaba requisitos para poder obtener mi préstamo así como un cálculo estimado de mis gastos e interés y estuve de acuerdo por lo que le solicite cerrar hasta el fin de mes de julio para estar preparado con mi dinero.
- 4.- El día que estaba listo para cerrar mi trato Carmen Thomas recibió de parte del prestamista documentos que mostraban diferente interés al que se me había dado por lo cual hicimos una cita y acudimos a la oficina de Capella Mortgage y ahí firme los documentos correctos.
- 5.- Al día siguiente fui a la oficina de título a firmar los documentos del préstamo pero al termino decidí cancelar mi trato (Carmen Thomas me explicó que podía perder mi dinero que tenía en escrow) Helena García (La protectora) me dijo que si podía cancelar y que podía tener una compensación económica y ella me va a ayudar a tenerla por el trato que tenemos con la otra compañía de Carmen Thomas (Orbis compra de carritos de elotes).

Entiendo que al firmar (con mis iniciales y firma como muestra mi contrato y mi licencia) este documento y mi cancelación doy por terminada mi relación con Carmen Thomas de Real Estate y la deslindo de cualquier responsabilidad a ella y a cualquier compañía o negocio relacionado con ella y ella nos deslinda de la compra de dichos carritos de elotes reembolsando lo que mi esposa había pagado por ellos en el entendimiento que tengo dos tratos con Carmen Thomas (Compra de casa con Realty One Group y Orbis Financial Group compra de carritos de elotes)

Manuel Cadenas / (11)

Las Vegas NV July 24, 2014

I Manuel Cadenas with address at 5818 Dodd St. Apt. 8 Las Vegas NV 89122

I declare the following for purposes that may be required

1-Contracted Carmen Thomas to be my real estate agent for the purchase of a house after looking at many I decided to put an offer on the property at 1350 PECAN TREE CT Las Vegas 89142 on the day of May 25, 2014 and I had later signed with my initials the day of 6/03/14. Carmen Thomas explained that it had to be accepted electronically (DocuSign) and I accepted so we then opened escrow placing \$1,500 directly with an electronic deposit (Carmen Thomas did not receive money from my behalf)

2-The same day of my offer I signed my WAIVER OF INSPECTION (I was explained that I could have some inspections done to the house but I decided not to do them) for being a repossessed home from the government it was sold in the conditions it was.

3-I received my letter from my moneylender where the requirements were explained to obtain my loan like an estimate of my expenses and interest and I was I agreed so I requested to close at the end of the month of July to be ready with my money.

4-The day I was ready to close my contract Carmen Thomas received on behalf of the moneylender documents that showed a different interest to that, that was given to me and so we made an appointment and went to the office of Capella Mortgage and there I signed the correct paper work.

5-The next day I went to the title office to sign the loan documents but when finishing I decided to cancel my contract (Carmen Thomas explained that I could lose my money that I had in escrow) Helena Garcia (the protector) told me that I could cancel and could have a monetary compensation and she was going to help me obtain it because of the contract we had with the other company of Carmen Thomas (Orbis buys small carts to sell corn)

Understood that by signing (with my initials and signature like my contract shows and my license) this document and my cancelation I end my relation with Real Estate Carmen Thomas and I relinquish of any responsibility to her and any company or deal related with her and she relinquishes us from the purchase of said carts for corn reimbursing what my wife had paid for them with the understanding that I have two contracts with Carmen Thomas (Home purchase with Realty One Group and Orbis Financial Group purchase of corn carts)



THE BOARD OF DIRECTORS OF THE COMPANY

May 31, 2013

CONFIDENTIAL

The Board of Directors of the Company has reviewed the financial statements of the Company for the period ended May 31, 2013, and has approved the same for release to the public. The financial statements have been prepared in accordance with the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder. The Board of Directors has also approved the accompanying notes to the financial statements.

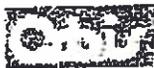
The Board of Directors has also approved the following resolutions:

RESOLVED, that the Board of Directors approve the financial statements of the Company for the period ended May 31, 2013, and authorize the Chief Executive Officer to sign the same on behalf of the Board.

RESOLVED, that the Board of Directors approve the accompanying notes to the financial statements of the Company for the period ended May 31, 2013, and authorize the Chief Executive Officer to sign the same on behalf of the Board.

EXHIBIT 23

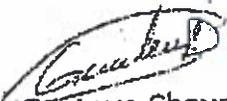
CONFIDENTIAL



CARTA ACUERDO

May 30, 2013

Por medio de acuerdo entre Orbis Entertainment Group y Jose A Gaytan tiene a bien establecer una inversion para la elaboracion de evento deportivo en lo que por mutuo acuerdo establece iniciar con un capital de 2400.00 el cual sera depositado a ORBIS FIANCIAL GROUP y/o ORBIS ENTERTAINMENT GROUP. Dicho acuerdo ORBIS ENTERTAINMENT GROUP pagara el porcentaje pactado a Jose A Gaytan la realizacion del deposito genera el contrato que establezca a bien y en concreto dichos eventos, En caso de perdida ambas partes asumiran su propia perdida marcando el inicio y el termino de estas percentaciones quedando de acuerdo ambas partes.

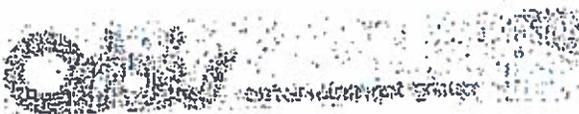

Gustavo Chavolla

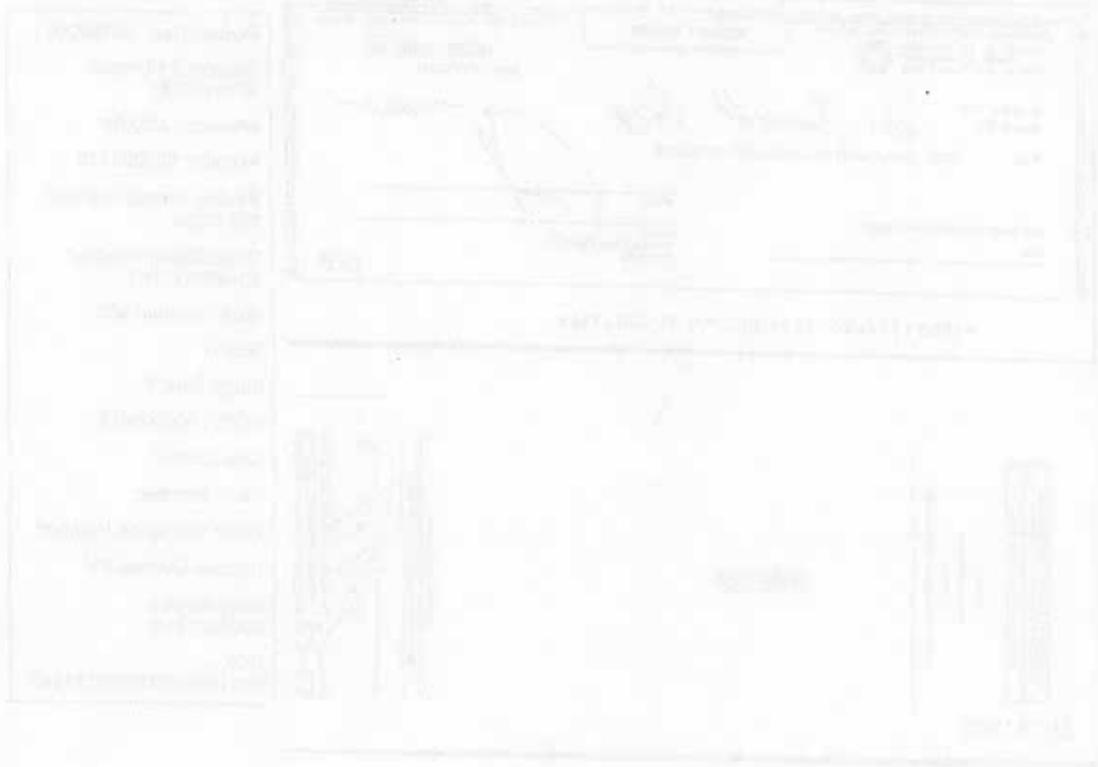
VicePreident

Orbis Entertainment Group


Jose A Gaytan 5-30-2013
702-824-4304

Fecha: 05/30/13





SECTION THROUGH WALL
 SECTION THROUGH WALL

EXHIBIT 24



CHASE MONEY ORDER

190591268
Date: 06/05/2013

Pay To The Order Of: *Bibi's Financial Group*

Pay: ONE THOUSAND DOLLARS AND 00 CENTS

Amount: \$1,000.00

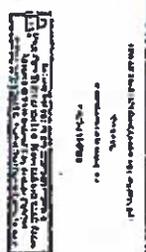
Signature: *[Handwritten Signature]*

AT WALL STREET 30 WALL STREET

Branch: *[Handwritten]*

Small print: *[Small text at bottom of form]*

Posting Date: 06/05/2013
 Sequence Number: 5770131587
 Amount: 1,000.00
 Account: 008002218
 Routing Transit Number: 2210002
 Check/Serial Number: 001905911263
 Bank Number: 601
 IRD: 0
 Image type: P
 BOFD: 00000000
 Cost Center:
 Teller Number:
 Teller Sequence Number:
 Capture Source: FV
 Entry Number: 0000011715
 UDK: 601130033006770131567



1185616010



69781607

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3982 HEARTS DESIRE
3982 CASCADING HART 89115

1-ARC1

JPMorgan

CHASE

MONEY ORDER

1905911262
Date 05/03/2013

Pay To The Order Of *Oliver Entertainment Group*

ONE THOUSAND DOLLARS AND 00 CENTS

\$ 1,000.00

GET VALUE FOR MORE MONEY

ATM

ATM

Posting Date: 05/03/2013

Sequence Number: 6770131586

Amount: 1,000.00

Account: 606002218

Routing Transit Number: 12210002

Check/Serial Number: 001905911262

Bank Number: 601

IRD: 0

Image type: P

BOFD: 000000000

Cost Carrier:

Teller Number:

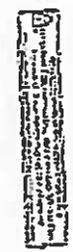
Teller Sequence Number:

Capture Source: PY

Entry Number: 0000011713

UDK: 601130602006770131586

601130602006770131586



69781508

X

VOID AFTER 60 DAYS FROM DATE OF ISSUANCE
OR 90 DAYS FROM DATE OF CANCELLATION
WHICHEVER IS EARLIER

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CHASE MONEY ORDER

1905911285
Date 06/03/2013

Pay To The Order Of *Oribis Entertainment Group* \$ 400.00 ***

Pay FOUR HUNDRED DOLLARS AND 00 CENTS

NOT VALID FOR MORE THAN \$1000

Bank of America, N.A.
Phoenix, AZ

Posting Date: 06/03/2013
 Sequence Number: 5770131585
 Amount: 400.00
 Account: 306002218
 Routing Transk Number: 12210002
 Check/Serial Number: 001905911285
 Bank Number: 601
 IRD: 0
 Image type: P
 BOFD: 000009900
 Cost Center:
 Tefier Number:
 Tefier Sequence Number:
 Capture Source: PV
 Entry Number: 0000014713
 UDK: 001130803006770131585

⑆1905911285⑆ ⑆12210002⑆ ⑆000009900⑆

VOID
 If this money order is voided, it is no longer valid.
 If this money order is altered, it is no longer valid.
 If this money order is lost, it is no longer valid.
 If this money order is stolen, it is no longer valid.
 If this money order is destroyed, it is no longer valid.
 If this money order is damaged, it is no longer valid.
 If this money order is expired, it is no longer valid.
 If this money order is illegible, it is no longer valid.
 If this money order is unrecognizable, it is no longer valid.
 If this money order is unusable, it is no longer valid.
 If this money order is unusable, it is no longer valid.

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VOID
 If this money order is voided, it is no longer valid.
 If this money order is altered, it is no longer valid.
 If this money order is lost, it is no longer valid.
 If this money order is stolen, it is no longer valid.
 If this money order is destroyed, it is no longer valid.
 If this money order is damaged, it is no longer valid.
 If this money order is expired, it is no longer valid.
 If this money order is illegible, it is no longer valid.
 If this money order is unrecognizable, it is no longer valid.
 If this money order is unusable, it is no longer valid.
 If this money order is unusable, it is no longer valid.

69781605

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MEMORANDUM FOR THE DIRECTOR

December 11, 1954

The attached report, dated December 8, 1954, from the Office of the Inspector General, contains information regarding the activities of the Communist Party, U.S.A., in the State of New York, during the period from 1945 to 1953. This information was obtained from a review of the records of the State Department, New York Office, and is being furnished to you for your information.

I enclose herewith a copy of the report for your information. If you have any questions regarding the report, please contact the Office of the Inspector General, New York Office.

Very truly yours,
[Signature]

RELEASE OF LIABILITY

December 31, 2013

This letter is to acknowledge that I Jose Gaytan understand and agree that the money deposited into Orbis Financial Group is not part of any Real Estate transaction related to Carmen Thomas, Realty One Group or any of their affiliates. This money was given for Orbis Financial Group for a different issue.

I release Orbis Financial Group, Carmen Thomas, Realty One Group and any of their affiliates from any responsibility or liability regarding this money.



Jose Gaytan

Date

Phone



No.	Description	Amount
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RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: June 1, 2013

JOSE GAYTAN

("Buyer"), hereby offers to purchase

3982 CHASING HEART WY, LAS VEGAS, NV 89115

("Property"),

within the city or unincorporated area of CLARK County of

State of Nevada, Zip 89115, A.P.N. # 140-08-115-C12 for the purchase price of \$ 135,000.00

(One Hundred Thirty-Five Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

1. FINANCIAL TERMS & CONDITIONS: \$ 1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [] presented with this offer -OR- []

(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)(a))

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 28 herein.)

C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed % Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

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. Initial rate of interest not to exceed % Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM"

F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

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: JOSE GAYTAN BUYER(S) INITIALS: JAG

Property Address: 3982 CHASING HEART WY LAS VEGAS, NV 89115 SELLER(S) INITIALS: RLC

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1 2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

2 A. NEW LOAN APPLICATION: Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 does -OR- does not

8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

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

13 C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.

19 3. SALE OF OTHER PROPERTY:

20 This Agreement

21 is not -OR-

22 is contingent upon the sale (and closing) of another property which address is

23 Said Property

24 is currently listed

25 is not -OR- is

26 presently in escrow with _____

27 Escrow Number: _____

28 Proposed Closing Date: _____

29 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
30 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
31 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
32 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
33 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
34 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
35 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
36 ability to obtain financing is not contingent upon the sale and/or close of any other property.

37 4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of
38 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
39 all items are transferred in an "AS IS" condition.

40 A. ALL EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
41 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
42 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
43 satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
44 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
45 systems/alarm(s);

46 B. The following additional items of personal property: _____

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

49 Buyer's Name: JOSE GAYTAN

50 BUYER(S) INITIALS: JAGI

51 Property Address: 3982 CHESSING HEIGHTS WY

52 LAS VEGAS, NV 89115

53 SELLER(S) INITIALS: B.L.C.

54 Rev. 12/11

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56 Page 2 of 11

57 Produced with eSignature by eSign, 16270 Fenton, Farmington, Michigan 48375

58 JOSE GAYTAN

1 **C. INSPECTIONS AND RELATED EXPENSES** (See also Section 12): Acceptance of this offer is subject to
 2 the following reserved right: Buyer may have the Property inspected and select the licensed contractors, certified building
 3 inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas,
 4 power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to
 5 remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
6 TYPE					
7 Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 CIC Capital Contribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 CIC Transfer Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 CLUE Report ordered by Seller	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 Energy Audit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15 Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16 Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17 Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18 Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19 Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20 Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22 Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23 Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24 Termites/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25 Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26 Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27 Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29 Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 32 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 33 reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will
 34 be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable
 35 invoice).

36 **D. CERTIFICATIONS:** Notwithstanding the elections below, in the event an inspection reveals problems with any
 37 of the foregoing, Buyer reserves the right to require a certification.

	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
40 TYPE				
41 Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42 Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43 Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
44 Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
45 Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
46 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

47 The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary.
 48 prior to COE (along with the applicable invoice). A certification is not a warranty.

49 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
 50 amount of \$ _____ to correct defects and/or requirements disclosed by inspection reports, appraisals,
 51 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 52 the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

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: JOSE GAYTAN BUYER(S) INITIALS: JAG
 Property Address: 3982 CHASING HEART WY SELLER(S) INITIALS: RLC
LAS VEGAS, NV 89115
 ©2011 Greater Las Vegas Association of REALTORS®
 Rev. 12/11

1 5. ESCROW:

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

9
10 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

12
13 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) July 12, 2013
14 if the designated date falls on a weekend or holiday, COE shall be the next business day.

15
16 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
20 federal law.

21
22 E. FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and
23 deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the
24 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign
25 corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a
26 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller
27 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
28 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
29 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
30 26 USC Section 1445).

31
32 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
33 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

34
35 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

36 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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44 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OK Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Service Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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53 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
54 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

55
56
57 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: JOSE GAYTAN BUYER(S) INITIALS: JAGI

Property Address: 3982 CHASING HEART WY
LAS VEGAS, NV 89115 SELLER(S) INITIALS: RLC

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JOSE GAYTAN

1 Disclosure of items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
2 items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
3 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
4 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
5 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
6 and Seller or requested by one party.

7
8 **F. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute
9 \$ 4,050.00 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees including -OR- excluding
10 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
11 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

12
13 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
14 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
15 ALLIANCE HOME WARRANTY. Seller -OR- Buyer will pay for the Home Protection
16 Plan at a price not to exceed \$ 350.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
17 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
18 ordering the Home Protection Plan.

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

25
26 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
27 Seller or his authorized agent shall request the CIC documents and certificates listed in NRS 116.4109 (collectively, the "resale
28 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
29 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
30 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
31 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
32 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
33 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
34 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
35 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
36 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

37
38 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
39 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.
40 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
41 Seller Real Property Disclosure Form (NRS 40.688)
42 Fungal (Mold) Notice Form (not required by Nevada law)
43 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
44 Pest Notice Form (not required by Nevada law)
45 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
46 Open Range Disclosure (NRS 113.065)
47 Seller Real Property Disclosure Form (NRS 113.130)
48 Other (list) _____
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: JOSE GAYTAN BUYER(S) INITIALS: JAG
Property Address: 3982 CHASING HEART WY SELLER(S) INITIALS: JLC
SAS VEGAS, NV 89115
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Rev. 12/11 Page 5 of 11
JOSE GAYTAN

1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(c), a real estate
3 licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction.
4 _____ is a licensed real estate agent in the State(s) of _____, and has
5 the following interest, direct or indirect, in this transaction: Principal (Buyer) -OR- family or firm relationship with Buyer
6 or ownership interest in Buyer (if Buyer is an entity): (specify relationship) _____

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060); Impact Fees (NRS 276B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosures (16
11 CFR 460.15); and Other: _____

12 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
13 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
14 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
15 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
16 and that future demand and airport operations may increase significantly. For further information, contact your local
17 department of aviation or the Federal Aviation Administration.

18 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
19 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
20 federal or state fair housing law.

21 12. BUYER'S DUE DILIGENCE:

22 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
23 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
24 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
25 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
26 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
27 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
28 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
29 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
30 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
31 be deemed to have waived the right to cancel under this section.

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

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

53 Buyer's Name: JOSE GAYTAN BUYER(S) INITIALS: JAS
54 Property Address: 3982 CHASING HEART WY SELLER(S) INITIALS: ALC
LAS VEGAS, NV 89115
55 62011 Greater Las Vegas Association of REALTORS® Page 6 of 11
56 Rev. 12/11 JOSE GAYTAN
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1 C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of the
2 following legal recourses against Buyer (initial one only):
3

4 [] [] As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this
5 respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a
6 reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any
7 additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
8 HOLDER to Buyer.

9 -OR-

10 [] [] Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may
11 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the
12 Property is sold to a third party and the difference in the sales price.
13

Instructions to Escrow

14 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
15 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
16 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
17 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
18 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
19 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
20 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER
21 shall be fully released and discharged from any obligations imposed upon it by this Agreement, and ESCROW HOLDER shall
22 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
23 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
24 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
25 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
26 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
27 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
28 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
29 in said action, shall be the responsibility of the parties hereto.
30

31 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account held by ESCROW
32 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
33 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
34 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
35 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
36 funds are held by ESCROW HOLDER.
37
38

Brokers

39 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
40 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum
41 and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,
42 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and
43 agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue
44 all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or
45 Seller's Broker, Buyer will -OR- will not pay Buyer's Broker additional compensation in an amount determined
46 between the Buyer and Buyer's Broker.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations
50 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
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: JOSE GAYTAN BUYER(S) INITIALS: JAG
Property Address: 3982 CEASING HEART WY SELLER(S) INITIALS: RLC
LAS VEGAS, NV 89115
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Page: 8 of 11
JOSE GAYTAN

1 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
2 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
3 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
4 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
5 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
6 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
7 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
8 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

9
10 **Other Matters**

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

36
37 24. **SIGNATURES, DELIVERY, AND NOTICES:**

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

41 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
42 Seller or Buyer if represented.

43 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
44 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
45 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
46 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

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

52
53
54
Buyer's Name: JOSE GAYTAN
Property Address: 3982 CRABING HEART WY
LAS VEGAS, NV 89135
Rev. 12/11

BUYER(S) INITIALS: JAS
SELLER(S) INITIALS: BLC

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

10
11 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
12 the terms of this Agreement.

13
14 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
15 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

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

26
27 27. ADDENDUM(S) ATTACHED: _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: _____
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____

Earnest Money Receipt

40 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00
41 evidenced by Cash, Cashier's Check, Personal Check, or Other _____
42 payable to _____ Upon Acceptance, Earnest Money to be deposited within ONE (1) business
43 day, with Escrow Holder, Buyer's Broker's Trust Account, - OR - Seller's Broker's Trust Account.

44
45 Date: _____ Signed: _____ Buyer's Agent: _____
46

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: JOSE GAYTAN BUYER(S) INITIALS: JAG
Property Address: 3982 CHASING HEART WY.
LAS VEGAS, NV 89115 SELLER(S) INITIALS: GLC

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: JOSE GAYTAN, Date: 05/01/2013, Time: [] AM [X] PM

Buyer's Signature: [Signature], Date: 06/01/2013, Time: 4:00 [] AM [X] PM

Seller must respond by: 5:00 [] AM [X] PM on (month) June, (day) 4, (year) 2013. 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.

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

Buyer's Broker: DANNY CAIDWELL, Agent's Name: CARMEN THOMAS, Company Name: REALTY ONE GROUP, Agent's Public ID: 211485, Phone: (702) 460-1460, Office Address: 8363 SUNSET RD #100, Email: cthomas824@aol.com, City, State, Zip: LAS VEGAS, NV 89113, Fax: (702) 358-1611

Seller's Response

[X] 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.

FIRPTA DECLARATION: Pursuant to Section 5.E. herein, Seller declares that he/she is not -OR- is a foreign person disallows subjecting this transaction to FIRPTA withholding.

Seller's Signature: RAUL LUIS CAJADE, Date: 06/01/2013, Time: 4:00 [] AM [X] PM

Seller's Signature: [Signature], Date: [], Time: [] AM [] PM

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

Seller's Broker: DANNY CAIDWELL, Agent's Name: CARMEN THOMAS, Company Name: REALTY ONE GROUP, Office Address: 8363 W. SUNSET # 100, Phone: (702) 460-1460, City, State, Zip: LAS VEGAS, NV 89113, Email: cthomas824@aol.com, Fax: []

LICENSEE DISCLOSURE OF INTEREST (SELLER): Pursuant to NRS 645.352(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal in the transaction.

[] is a licensed real estate agent in the State(s) of [], and has 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) []

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: JOSE GAYTAN, BUYER(S) INITIALS: JAG

Property Address: 3922 CHASING HEART WY LAS VEGAS NV 89115, SELLER(S) INITIALS: R.L.C.

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

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

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

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

Licensee: The licensee in the real estate transaction is _____ <u>CARMEN THOMAS</u>	
whose license number is _____ <u>65745</u> . The licensee is acting for [client's name(s)] <u>JOSE GAYTAN</u>	
	who is/are the <input type="checkbox"/> Seller/Landlord; <input checked="" type="checkbox"/> Buyer/Tenant.
Broker: The broker is _____ <u>DAMON CALDWELL</u> _____, whose	
company is _____ <u>REALTY ONE GROUP</u> _____ .	

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

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

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

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

Licensee Acting for Both Parties: You understand that the licensee JAG may or _____ may not, in the future act

(Client Only) (Client Only)

for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
	<u>06/01/2013</u>	<u>4:00 PM</u>		<u>06/01/2013</u>	<u>4:20 PM</u>
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

Approved Nevada Real Estate Division
Replaces all previous versions

Page 1 of 1

525
Revised 10/25/07

Realty ONE Group, Inc 8363 W Sunset Rd #100 Las Vegas, NV 89115
Phone: (702)898-1010 Fax: (702)995-7833 Carmen Thomas

JOSE GAYTAN

Produced with ZipForm® by ZipLogic 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogic.com

EXHIBIT 27

CONSENT TO ACT

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

DESCRIPTION OF TRANSACTION: The real estate transaction is the sale and purchase or lease of
 Property Address: 3982 CHASING HEART WY -

LAS VEGAS , NV 89115

In Nevada, a real estate licensee may act for more than one party in a real estate transaction; however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is CARMEN THOMAS ("Licensee") whose license number is 65745 - and who is affiliated with REALTY ONE GROUP ("Brokerage").

Seller/Landlord RAU, JULS CATARDI
Print Name

Buyer/Tenant JOSE GAITAN
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for one year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

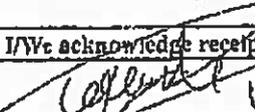
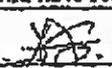
DUTIES OF LICENSEE: Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may:

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent; and that I acknowledge that I am giving this consent without coercion.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
 Seller/Landlord RAU, JULS CATARDI	Date	Time	 Buyer/Tenant JOSE GAITAN	Date	Time
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

Approved Nevada Real Estate Division
 Replaces all previous editions

Page 1 of 1

574
 Revised 05/01/05

Realty ONE Group, Inc 8363 W Sunset Rd #100 Las Vegas, NV 89113
 Phone: (702)898-1010 Fax: (702)995-7833 Carmen Thomas

JOSE GAITAN

Produced with ZipForm® by ZipLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

EXHIBIT 28

NATIONS TITLE COMPANY

of Nevada

Nations Title Company of Nevada
3056 E. Russell Rd., - Las Vegas, NV - 89120 - 702-313-9290
(702) 313-9290

RECEIPT

No: 011923

Date: 09/13/2013 Escrow No. 00005773 - 004 - FM1
Property Address: 3982 Chasing Heart Way, Las Vegas, NV 89115
Received by: Jose Gaytan
For Credit of: Caterdi/Gaytan
ABA No.: 122100024 MO# 1905911264
Transaction Type: Money Order
TOTAL: \$ 1,000.00 one thousand and 00/100
Bank: Bank West of Nevada

BY: _____
Rosie Moreno

ALL CHECKS RECEIVED SUBJECT TO COLLECTION
Payments accepted only if cash payment is in accordance with terms of contract

CHASE

1905911264
Date: 09/13/2013

Pay to the order of _____

Pay ONE THOUSAND DOLLARS AND 00 CENTS

MEMO: 3982 Chasing Heart

ADDRESS: JPMorgan Chase Bank, N.A. Phoenix, AZ

⑆ 1905911264⑆ ⑆ 122100024⑆ 805002218⑆

Transaction History

Customer: JOSE A GAITAN
 Account: CA/DM Checking # 800002150

Report Date: 12/18/2013

Current Balance \$ 5359.03 Present Balance \$ 5339.03 Available Less Overdraft \$ 5339.03 Available Balance \$ 5339.03 Calendar

Showing \$425.00 Transactions

- Includes end of day balance

Date Posted	Tran Type	Description	\$ Debits (-)	\$ Credits (+)	Balance
06/20/2013	Debit Card	HOME BASE AMC 800-445-9200 UT	-425.00		

ADDENDUM NO. 2 TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by JOSE GALTAN
as Buyer(s) and RAUL LUIS CARRIO
as Seller(s), dated June 11, 2013
covering the real property at 5952 CHEUNG HEART DR LAS VEGAS NV 89115
the Buyer Seller hereby proposes that the Purchase

Agreement be amended as follows:

- THE CORRECT NAME IS JOSE GALTAN
- COE TO BE ON OR BEFORE 07/30/2013

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.

[Signature] 07/09/2013
 Buyer Seller Date
JOSE GALTAN

Buyer Seller Time

Acceptance: [Signature]
 Buyer Seller Date

Buyer Seller Time

Prepared by: CARMEN THOMAS [Signature] (702) 480-1480
Agent's Printed Name Phone

CANCELLATION INSTRUCTIONS

January 6, 2014

TO: Nations Title Company of Nevada

RE: ESCROW NO.: 00009773 CKE

PROPERTY ADDRESS: 3982 Chasing Heart Way Las Vegas, NV 89115

This escrow is hereby cancelled along with any underlying contracts and/or agreements between all parties.

You are authorized and instructed to cancel the above referenced escrow number in it's entirety

Funds on deposit in the amount of \$ 1,000.00 will be disbursed in the following manner upon receipt by escrow of the Cancellation Instructions SIGNED BY ALL PARTIES.

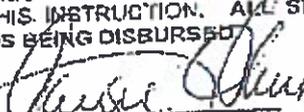
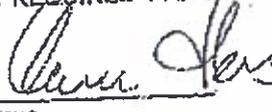
To: Nations Title Company of Nevada Title Search/Examins Fee	\$0.00
To: Jose A. Galtan	\$1,000.00
To: Rauf Luis Catardi	\$-0-

Forwarding address must be provided for check to be issued

Forwarding address: 3642 Boulder Hwy
trailer 297 Las Vegas NV 89121

Seller and buyer mutually release each other from any further performance or obligation in this transaction and escrow holder is held completely harmless from any and all liability and/or responsibility in connection with the cancellation of this escrow.

EACH OF THE UNDERSIGNED STATES AND DECLARES THAT HE/SHE HAS READ THE FOREGOING INSTRUCTION AND UNDERSTANDS SAID INSTRUCTION AND DOES HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS INSTRUCTION. ALL SIGNATURES ARE REQUIRED PRIOR TO FUNDS BEING DISBURSED.

	
_____ Rauf Luis Catardi Realty One Group Listing Broker	_____ Jose A. Galtan Realty One Group Selling Broker

RETURN BY FAX
(702) 313-9320 FAX THANK YOU

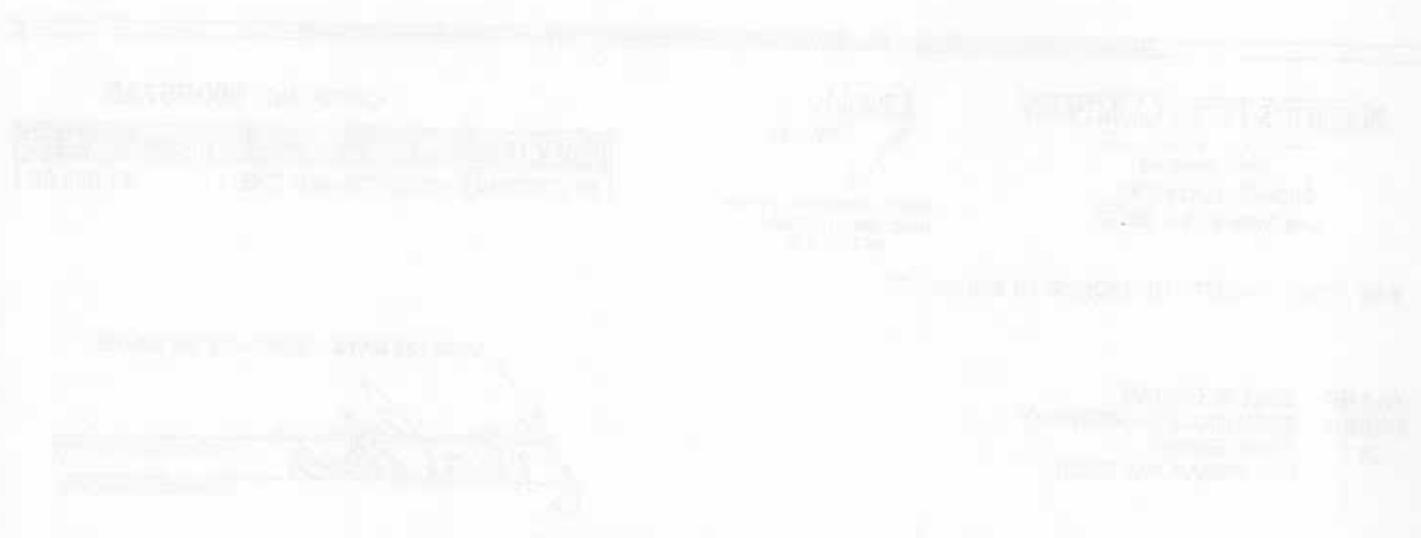


EXHIBIT 31

NATIONS TITLE COMPANY

of Nevada
Trust Account
3036 E. Russell Rd.,
Las Vegas, NV 89120

**BankWest
Nevada**

2690 N. Green Valley Pkwy.
Henderson, NV 89014
54-1771224

CHECK NO. 00065798

DATE	ESCROWING #	AMOUNT
01/09/2014	00009773 - 004 CKE	\$1,000.00

PAY ONE THOUSAND DOLLARS and no/100

VOID 120 DAYS FROM DATE OF ISSUE

TO THE ORDER OF JOSE A. GAITAN
3642 BOULDER HIGHWAY
TRAILER #297
LAS VEGAS, NV 89121

[Signature]
AUTHORIZED SIGNATURE
[Signature]
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈00065798⑈ ⑆122401798⑆ 0220078076⑈

Escrow No. 00009773 - 004 CKE

Check Date: 01/09/2014:

Check No. 00065798

DESCRIPTION	AMOUNT
EMD Refund	\$1,000.00
Check Total	\$1,000.00

Seller/Buyer:
Property Address:
Tax Parcel Id: 140-08-115-012
Memo:

Faint, illegible text, likely bleed-through from the reverse side of the page.

Hi Carmen:

I hope that this letter finds you well the reason of this letter is to express my desire to participate in the event of June 11, 2011. As you know my band or group and I are ready if you let us participate to do the concert to reach out to our community and they can know us and therefore have more work.

I know that what my parents have done have no justification like following you in the car drunk risking your life or provoking a car accident or go to your house and bother your family, your kids, I really do not even know how they know where you live.

I know we already have the contract signed for this event with the 5000.00 deposit since last year, I should have not asked you for the cancellation of the contract. I know that this event is really big and my manager wants to participate because this exposure would bring us more work and maybe even bigger things if they public sees us on television. I told him that I got the money back and that I cancelled and he was really upset. He is the one that urged me to write this letter so that you be certain that you will not have any more problems from me or my family.

I talked to my mother and asked her to leave you alone and that you do not want to talk to her about anything that pertains to me (the purchase of the home or the event). Please excuse her and give me the chance to participate on this event I promise that we will not cause you any problems as an agent or as a promoter of this event. I know everything that she has done has brought me problems. If you can give us the chance my manager will talk to you about the package for this event. I do not want to loose this chance because of my parents and If you can help me to buy my house I would really appreciate it

Thank you so much



Santiago Vargas

~~Notary Public in and for said County and State~~

Subscribed and sworn to before me
this 20th day of June
2011, Adriole Alvarez
Notary Public in and for the County
of Clark, State of Nevada

AFFIDAVIT OF CARMEN THOMAS

State of Nevada

County of Clark

I, Carmen Thomas, hereby state the following under oath:

1. This affidavit is submitted to the Real Estate Division in response to a complaint made by Santiago Vargas, Case No. RES12-12-10-179.
2. I represented Santiago Vargas as the buyer's agent in regard to offers he made on several residential home properties between October of 2010 and August of 2011.
3. Santiago Vargas authorized and signed all of the offers which I submitted on his behalf.
4. Santiago Vargas made an offer on the property at 1464 Dawley St., Las Vegas on November 16, 2010. Santiago Vargas signed the offer. His offer was not accepted.
5. Santiago Vargas made an offer on the property at 4471 New York Ave., Las Vegas on November 16, 2010. Santiago Vargas signed the offer. His offer was not accepted.
6. Santiago Vargas made an offer on the property at 5780 Cloverleaf, Las Vegas on November 30, 2010. Santiago Vargas signed the offer.
7. The seller made a counter-offer on the property at 5780 Cloverleaf, which Mr. Vargas accepted and signed on December 8, 2010.
8. Santiago Vargas made a One Thousand Dollar (\$1,000.00) earnest money deposit, which was deposited with Fidelity National Title Agency of Nevada.
9. Mr. Vargas did not obtain financing and the escrow on the 5780 Cloverleaf property was cancelled. The cancellation instructions provided that Fidelity National Title Agency of Nevada was to release the \$1,000 earnest money deposit to the seller.
10. Santiago Vargas made an offer on the property at 4625 Baltimore Ave., Las Vegas on April 18, 2011. Santiago Vargas signed the offer. His offer was not accepted.
11. Santiago Vargas made an offer on the property at 4626 Utah Ave., Las Vegas on May 3, 2011. Santiago Vargas signed the offer.

12. The seller made a counter-offer on the property at 4626 Utah Ave., which Mr. Vargas accepted and signed on May 9, 2011.
13. Santiago Vargas made a One Thousand Dollar (\$1,000.00) earnest money deposit, which was deposited with Ticor Title of Nevada.
14. Mr. Vargas did not obtain financing and the escrow on the 4626 Utah Ave. property was cancelled. The cancellation instructions provided that Ticor Title of Nevada was to release the \$1,000 earnest money deposit to Santiago Vargas.
15. Santiago Vargas made an offer on the property at 4626 E. Cleveland Ave., Las Vegas on May 23, 2011. Santiago Vargas signed the offer.
16. Santiago Vargas made an offer on the property at 4630 New York Ave., Las Vegas on August 2, 2011. Santiago Vargas signed the offer. His offer was not accepted.
17. Santiago Vargas made an offer on the property at 4668 New York Ave., Las Vegas on August 17, 2011. Santiago Vargas signed the offer. His offer was not accepted.
18. Santiago Vargas made an offer on the property at 5842 Deer Valley Drive, Las Vegas on August 17, 2011. Santiago Vargas signed the offer.
19. The seller made a counter-offer on the property at 5842 Deer Valley Drive, which Santiago Vargas accepted and signed on August 22, 2011.
20. Santiago Vargas then changed his mind about the property at 5842 Deer Valley Drive. He did not pay the earnest money deposit and no escrow was opened.
21. Santiago Vargas paid Santiago Tavera Four Hundred Dollars (\$400) to do a home repair. That transaction was between Santiago Vargas and Santiago Tavera. Santiago Tavera is a handyman. He is not a home inspector. Santiago Tavera did not do any inspections on any of the properties on which Santiago Vargas made offers.
22. In a separate matter not related to any real estate business, I participated in the promotion of a soccer game at the Sam Boyd Stadium on June 11, 2011. As part of that event, Santiago Vargas paid a deposit of \$5,000.00 for his music band to participate in the event. Mr. Vargas cancelled his participation and I returned the \$5,000.00 deposit to him. This transaction was not related to any real estate matter and was outside the scope of my work as a real estate agent.
23. I have read the foregoing Affidavit and it is true and correct to the best of my knowledge and belief.

23. I agree that if requested by the Real Estate Division, I will voluntarily appear as a witness in any proceeding related to the above matter without the necessity of being served with a subpoena.

Dated this 29th day of December, 2011.

Carmen Thomas

Carmen Thomas
6882 Palmyra Ave.
Las Vegas, NV 89146

Subscribed and sworn before me this 29th day of December, 2011
in the County of Clark, State of Nevada.

Tamara S. Conway
Signature of Notary

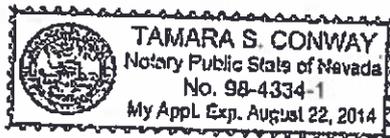




EXHIBIT 34

THE UNIVERSITY OF TEXAS AT AUSTIN

STATE OF TEXAS, COUNTY OF BROWN, SS. I, _____, County Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the public records of said County.

WITNESSE MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

County Clerk

Notary Public

EXHIBIT 34



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: October 12, 2010

SANTIAGO VARGAS ("Buyer"), hereby offers to purchase 1464 DAWLEY ST, LAS VEGAS, NV 89104 ("Property"), within the city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada, A.P.N. # 161-05-210-045 for the purchase price of \$ 105,000.00 (One Hundred Five Thousand dollars) ("Purchase Price") on the terms and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [] presented with this offer -OR- []

(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))

B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) additional deposit [] will -OR- [] will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

101,250.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 6.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

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. Initial rate of interest not to exceed % . Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM"

2,675.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE").

105,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, promotions, 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: SANTIAGO VARGAS BUYER(S) INITIALS: XSV

Property Address: 1464 DAWLEY ST LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

1 5. ESCROW:

2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at LAWYERS TITLE title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with LORENA ARELLANO ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.

9 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
10 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

11 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) November 30, 2010
12 If the designated date falls on a weekend or holiday, COE shall be the next business day.

13 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
14 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
15 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
16 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
17 federal law.

18 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
19 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
20 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
21 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
22 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
23 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
24 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
25 26 USC Section 1445).

26 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
27 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

28 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

29 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
32 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

35 Buyer's Name: SANTJAGO VARGAS BUYER(S) INITIALS: SV

36 Property Address: 1464 DAWLEY ST
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

37 Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 3 of 11

1 C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

7	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
8	Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Survey _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24	Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

31
 32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.

35 D. CERTIFICATIONS:

37	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
38	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

44
 45
 46
 47 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 48 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 49 elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 50 certification.

51 E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum
 52 amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 53 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 54 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or
 55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
 2464 DAWLEY ST
 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ 3,150.00
8 to Buyer's Lender's Fee and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FELA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 350.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 **H. OTHER FEES:** Buyer will also pay \$ 995.00 to Buyer's Broker for FEES.

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

26
27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.133)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
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Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____
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Rev. 6/09 Page 5 of 11

11. ADDITIONAL DISCLOSURES:
A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,
_____ is a licensed real estate agent in the State(s) of _____, and has the
following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
interest: _____

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaining Corridors (NRS 113.070); Water/Sewage
(NRS 113.060), Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
CFR 460.16); and Other: _____

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
(municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
and that future demand and airport operations may increase significantly. For further information, contact your local
department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
federal or state fair housing law.

- E. In addition, Buyer acknowledges receipt of:
- Residential Disclosure Guide (NRS 645.194)
 - Consent to Act, if applicable (NRS 645.252)
 - Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
 - For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
be deemed to have waived the right to cancel under this section.

B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
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Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
Rev. 6/09

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the BMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE-OR- _____ In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.
55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
1464 DAWLEY ST
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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SANIAGO

1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15
16

Instructions to Escrow

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

33 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account held by ESCROW
34 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
35 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
36 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
37 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
38 funds are held by ESCROW HOLDER.
39
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COB, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 1454 DAKLEY ST
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 Other Matters

11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
13 or licensee working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUB" means Comprehensive Loss
21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "IRC" means the Internal Revenue
27 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
28 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
29 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
30 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
31 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
32 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
33 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
34 "USC" is the United States Code. "VA" is the Veterans Administration.

35 24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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

53 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV

54 Property Address: 1464 DAWLEY ST
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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Page 9 of 11

1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE.
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 1464 DAWLEY ST
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00 evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER payable to LAWYERS TITLE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account

Date: 10/12/2010 Signed: [Signature] CARMEN THOMAS Buyer's Agent

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

[Signature] SANTIAGO VARGAS 10/12/2010 [] AM [] PM Buyer's Signature Buyer's Printed Name Date Time

[Signature] Buyer's Signature Buyer's Printed Name Date Time [] AM [] PM

Seller must respond by: 5 [] AM [X] PM on (month) October, (day) 12, (year) 2010. 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.

Confirmation of Representation: The Buyer is represented in this transaction by: Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE Phone: (702) 460-1480 Fax: Email: CTHOMAS624@AOL.COM

Seller's Response

[] 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.

[Signature] Seller's Signature Seller's Printed Name Date Time [] AM [] PM

[Signature] Seller's Signature Seller's Printed Name Date Time [] AM [] PM

Confirmation of Representation: The Seller is represented in this transaction by: Seller's Broker: Agent's Name: Company Name: Office Address: Phone: Fax: Email:

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / Property Address: 1464 DAWLEY ST LAS VEGAS, NV 89104 SELLER(S) INITIALS: / Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS®



RESOLUTION OF THE BOARD OF DIRECTORS

(The following resolution was adopted by the Board of Directors on the date hereinafter stated.)

Resolved, that the Board of Directors hereby approves the purchase of the following shares of common stock of the Corporation:

Number of shares to be purchased: _____

At a price not to exceed _____ per share.

Authority is hereby granted to the President of the Corporation to execute all necessary documents in connection with the purchase of the shares hereinabove provided.

Resolved, that the Board of Directors hereby approves the purchase of the following shares of common stock of the Corporation:

Number of shares to be purchased: _____

At a price not to exceed _____ per share.

Authority is hereby granted to the President of the Corporation to execute all necessary documents in connection with the purchase of the shares hereinabove provided.

Resolved, that the Board of Directors hereby approves the purchase of the following shares of common stock of the Corporation:

Number of shares to be purchased: _____

EXHIBIT 35



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: November 16, 2010

SANTIAGO VARGAS ("Buyer"), hereby offers to purchase

4471 NEW YORK AV, LAS VEGAS, NV 89104 ("Property"),

within the city or unincorporated area of LAS VEGAS, County of CLARK,

State of Nevada, A.P.N. # 161-05-310-310 for the purchase price of \$ 105,000.00

(One Hundred Five 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:

\$ 1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is prescuted with this offer -OR-

(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).)

\$ _____ 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 28 herein.)

\$ 101,250.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

Conventional, FHA, VA, Other (specify) _____
Interest: Fixed rate, 30 years -OR- Adjustable Rate, _____ years. Initial rate of interest not to exceed 6.000 %. Initial monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ _____ 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. Initial rate of interest not to exceed _____ %. Monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ 2,575.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE")

\$ 105,000.00 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / _____

Property Address: 4471 NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____ / _____

1 2. **ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**
 2 A. **NEW LOAN APPLICATION:** Within DONE business days of Acceptance, Buyer agrees to (1) submit a
 3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
 4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
 5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
 6 Agreement. In such event, both parties agree to cancel the escrow and return EMJ to Buyer. Buyer
 7 does -OR- does not
 8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
 9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.
 10 B. **CASH PURCHASE:** Within 3 business days of Acceptance, Buyer agrees to provide written evidence
 11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
 12 written evidence within the above period, Seller reserves the right to terminate this Agreement.
 13 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
 14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
 15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
 16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
 17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
 18 the EMD shall be returned to Buyer.
 19
 20
 21 3. **SALE OF OTHER PROPERTY:**
 22 A. This Agreement
 23 is not -OR-
 24 is contingent upon the sale (and closing) of another property which address is _____
 25
 26
 27 B. Said Property
 28 is currently listed
 29 is not -OR- is
 30 presently in escrow with _____ Proposed Closing Date: _____
 31 Escrow Number: _____
 32
 33 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
 34 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
 35 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
 36 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
 37 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
 38 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
 39 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
 40 ability to obtain financing is not contingent upon the sale and/or close of any other property.
 41
 42 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
 43 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
 44 all items are transferred in an "AS IS" condition.
 45 A. All **EXISTING** fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
 46 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
 47 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
 48 satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
 49 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
 50 systems/alarm(s);
 51 B. The following additional items of personal property: _____
 52
 53
 54

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
 4471 NEW YORK AV
 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____
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 Rev. 6/09

1 5. ESCROW:

2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at LAWYERS TITLE title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with LORENA ARELLANO ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.

9 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
10 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

11 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) December 1, 2018
12 If the designated date falls on a weekend or holiday, COB shall be the next business day.

13 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
14 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
15 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
16 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
17 federal law.

18 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
19 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
20 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
21 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
22 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
23 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
24 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
25 26 USC Section 1445).

26 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
27 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

28 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

29 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SEDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
32 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

35 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV

36 Property Address: 4471 NEW YORK AV SELLER(S) INITIALS: /
LAS VEGAS, NV 89104

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1 C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
7	Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

31
 32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligent Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.

35
 36 D. CERTIFICATIONS:

	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
37	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

43
 44 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 45 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 46 elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 47 certification.

48
 49 E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum
 50 amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 51 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 52 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or
 53

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
 4471 NEW YORK AV
 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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 Produced with ZipForm® by zipform, 18076 Filbin Mac Road, Fraser, Michigan 48226 www.zipform.com

1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ 3,150.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 350.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 **H. OTHER FEES:** Buyer will also pay \$ 985.00 to Buyer's Broker for FEF

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

26
27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the BMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SU

Property Address: 4471 NEW YORK AV LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____

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1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640.
3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: _____
6

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
11 CFR 460.16); and Other: _____
12

13 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
17 and that future demand and airport operations may increase significantly. For further information, contact your local
18 department of aviation or the Federal Aviation Administration.
19

20 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
22 federal or state fair housing law.
23

- 24 E. In addition, Buyer acknowledges receipt of:
25 • Residential Disclosure Guide (NRS 645.194)
26 • Consent to Act, if applicable (NRS 645.252)
27 • Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
28 • For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans
29

30 12. BUYER'S DUE DILIGENCE:

31 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
37 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
40 be deemed to have waived the right to cancel under this section.
41

42 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/wall/septic, pool/spa,
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools, proximity and
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / _____

Property Address: 4471-NEW-YORK-AV SELLER(S) INITIALS: _____ / _____
LAS VEGAS, NV 89104

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics, fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (e) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE -OR- _____ . In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.
55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / _____
4471 NEW YORK AV
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: / _____
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1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 A. As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15
16

Instructions to Escrow

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

33
34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4471 NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 **Other Matters**

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

35 24. **DELIVERY, FACSIMILE, COPIES AND NOTICES:**

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4471 NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
6 the terms of this Agreement.
7

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
18 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
19 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.
20

21
22 27. ADDENDUM(S) ATTACHED: _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE.
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4271 NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____

Rev. 6/09

Earnest Money Receipt

1 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00
2 evidenced by Cash, Cashier's Check, Personal Check, or Other MONEY ORDER
3 payable to LAWYERS TITLE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
4 day, with Escrow Holder, Buyer's Broker's Trust Account, - OR - Seller's Broker's Trust Account

5 Date: 11/16/2010 Signed: _____ Buyer's Agent
6 CARMEN THOMAS

Buyer's Acknowledgement of Offer

10 Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
11 attachments.

12
13  _____ SANTIAGO VARGAS 11/16/2010 7:00 AM PM
14 Buyer's Signature Buyer's Printed Name Date Time

15
16 _____ : _____ AM PM
17 Buyer's Signature Buyer's Printed Name Date Time

18
19 Seller must respond by: 5 AM PM on (month) November, (day) 18, (year) 2010. Unless this
20 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and
21 time, this offer shall lapse and be of no further force and effect.

22
23 Confirmation of Representation: The Buyer is represented in this transaction by:

24
25
26 Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS
27 Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE
28 Phone: (702) 460-1480 Fax: _____
29 Email: CTHOMAS624@AOL.COM

Seller's Response

32
33 ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement,
34 and all signed addenda, disclosures, and attachments.
35 COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.
36 REJECTION: In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

37
38 _____ : _____ AM PM
39 Seller's Signature Seller's Printed Name Date Time

40
41 _____ : _____ AM PM
42 Seller's Signature Seller's Printed Name Date Time

43
44 Confirmation of Representation: The Seller is represented in this transaction by:

45
46
47 Seller's Broker: _____ Agent's Name: _____
48 Company Name: _____ Office Address: _____
49 Phone: _____ Fax: _____
50 Email: _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4471 NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____
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RESIDENTIAL FINANCIAL ASSISTANCE

(This form is to be completed by the applicant.)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Employer: _____

Annual Income: _____

Family Size: _____

Number of Children: _____

Number of Dependents: _____

Number of Vehicles: _____

Number of Credit Cards: _____

Number of Loans: _____

Number of Bank Accounts: _____

Number of Other Assets: _____

Number of Other Liabilities: _____

Number of Other Income Sources: _____

Number of Other Expenses: _____

Number of Other Financial Obligations: _____

Number of Other Financial Resources: _____

Number of Other Financial Needs: _____

Number of Other Financial Goals: _____

Number of Other Financial Interests: _____

Number of Other Financial Responsibilities: _____

Number of Other Financial Commitments: _____

Number of Other Financial Obligations: _____

Number of Other Financial Resources: _____

Number of Other Financial Needs: _____

Number of Other Financial Goals: _____

Number of Other Financial Interests: _____

Number of Other Financial Responsibilities: _____

Number of Other Financial Commitments: _____

Date: _____

Signature: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Employer: _____

Annual Income: _____

Family Size: _____

Number of Children: _____

Number of Dependents: _____

Number of Vehicles: _____

Number of Credit Cards: _____

Number of Loans: _____

Number of Bank Accounts: _____

Number of Other Assets: _____

Number of Other Liabilities: _____

Number of Other Income Sources: _____

Number of Other Expenses: _____

Number of Other Financial Obligations: _____

Number of Other Financial Resources: _____

Number of Other Financial Needs: _____

Number of Other Financial Goals: _____

Number of Other Financial Interests: _____

Number of Other Financial Responsibilities: _____

Number of Other Financial Commitments: _____

Number of Other Financial Obligations: _____

Number of Other Financial Resources: _____

Number of Other Financial Needs: _____

Number of Other Financial Goals: _____

Number of Other Financial Interests: _____

Number of Other Financial Responsibilities: _____

Number of Other Financial Commitments: _____

EXHIBIT 36



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: November 30, 2010

SANTIAGO VARGAS

("Buyer"), hereby offers to purchase

5780 CLOVERLEAF CR, LAS VEGAS, NV 89142

("Property"),

within the city or unincorporated area of LAS VEGAS, County of CLARK,

State of Nevada, A.P.N. # 161-04-619-016 for the purchase price of \$ 115,000.00

(One Hundred Fifteen Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence,

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] presented with this offer -OR- []

(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).)

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 28 herein.)

120,875.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

[] Conventional, [X] FHA, [] VA, [] Other (specify) . Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 6.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

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. Initial rate of interest not to exceed % . Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

3,025.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE").

115,000.00 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: SANTIAGO VARGAS BUYER(S) INITIALS: S.V. Property Address: 5780 CLOVERLEAF CR LAS VEGAS, NV 89142 SELLER(S) INITIALS: A.J.P.

1 5. ESCROW:

2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at LAWYERS TITLE title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with LORENA ARELLANO ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the BMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.

9
10 B. EARNEST MONEY: Upon Acceptance, Buyer's IMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

12 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) January 17, 2011
13 If the designated date falls on a weekend or holiday, COE shall be the next business day.

14 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
15 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
16 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
17 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
18 federal law.

19 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
20 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
21 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
22 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
23 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
24 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
25 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
26 USC Section 1445).

27 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
28 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

29 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

30 A. TITLE AND ESCROW FEES:

31 TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
32 Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33 Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34 Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35 Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

37 B. PRORATIONS:

38 TYPE	PAID BY SELLER	PRORATE	N/A
39 CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40 CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41 SIDr / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42 Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43 Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

45 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
46 available at closing. Any supplemental or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

49 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SU
 50 5700 CLOVERLEAF CR SELLER(S) INITIALS: J.P.
 51 LAS VEGAS, NV 89142
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 53 Rev. 6/09
 54 Produced with 21pForm2 by 21p, aptc 180797 Pecos Mesa Road, Meteor, Michigan 48028 www.21p.com

1 **C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):**
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COB. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

7	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
8	Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Survey _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24	Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	(includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

31
 32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.
 35

36 **D. CERTIFICATIONS:**

37	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
38	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

44
 45
 46 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 47 to the contrary prior to COB (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 48 instructions, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 49 certification.
 50

51
 52 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
 53 amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 54 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 55 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU1
 5780 CLOVERLEAF CR
 LAS VEGAS, NV 89142 SELLER(S) INITIALS: X 7 P 1
 Property Address: _____
 Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 4 of 11
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1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Broker herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 F. LENDER'S FEES: In addition to Seller's expenses above, Seller will contribute \$ 3,150.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 G. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 350.00. Buyer will order the Home Protection Plan. Neither Seller nor Broker make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 H. OTHER FEES: Buyer will also pay \$ 985.00 to Buyer's Broker for FFL

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

26
27 9. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the BMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 10. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.682)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
Property Address: 5780 CLOVERLEAF CR LAS VEGAS, NV 89142 SELLER(S) INITIALS: JAP
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2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within ONE business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements); and (3) 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:

does -OR- does not

authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. CASH PURCHASE: Within 10 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.

C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event the EMD shall be returned to Buyer.

3. SALE OF OTHER PROPERTY:

A. This Agreement

is not -OR-

is contingent upon the sale (and closing) of another property which address is _____

B. Said Property

is currently listed

is not -OR- is

presently in escrow with _____

Escrow Number: _____ Proposed Closing Date: _____

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value ~~and~~ stated otherwise herein. Unless an item is covered under Section 7(B) of this Agreement, all items are transferred in an "AS IS" condition.

A. 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), window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(s), 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 system/alarm(s);

B. The following additional items of personal property: _____

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: _____

SANTIAGO VARGAS

BUYER(S) INITIALS: SU

5700 CLOVERLEAF CR

LAS VEGAS, NV 89142

SELLER(S) INITIALS: K.T.P.

Property Address: _____

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Page 2 of 11

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SANTIAGO

11. **ADDITIONAL DISCLOSURES:**

A. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State(s) of _____ and has the following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business interest: _____

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: _____

C. **AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

E. In addition, Buyer acknowledges receipt of:

- Residential Disclosure Guide (NRS 645.194)
- Consent to Act, if applicable (NRS 645.252)
- Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
- For Your Protection - Got Home Inspection (HUD 92564-CN) For FHA Loans

12. **BUYER'S DUE DILIGENCE:**

A. **DUE DILIGENCE PERIOD:** Buyer shall have 10 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

B. **PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU

Property Address: 5700 CLOVERLEAF CR
LAS VEGAS, NV 89142 SELLER(S) INITIALS: X F.P.

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- 1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
 2 the following legal recourse against Buyer (check one only):
- 3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the BMD. In this respect, the Parties
 4 agree that Seller's actual damages would be difficult to measure and that the BMD is in fact a reasonable estimate
 5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
 6 deposit not considered part of the BMD in Section 1(B) herein will be immediately released by ESCROW
 7 HOLDER to Buyer.
- 8 -OR-
- 9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
 10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
 11 third party and the difference in the sales price.
- 12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
 13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
 14 damages incurred by Buyer due to Seller's default.
 15
 16

Instructions to Escrow

- 17 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
 18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
 19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
 20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
 21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
 22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
 23 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER
 24 shall be fully released and discharged from any obligations imposed upon it by this Agreement, and ESCROW HOLDER shall
 25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
 26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
 27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein,
 28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
 29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement in the event
 30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
 31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
 32 in said action, shall be the responsibility of the parties hereto.
- 33
 34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
 35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
 36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
 37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
 38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
 39 funds are held by ESCROW HOLDER.
 40

Brokers

- 41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
 42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
 43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
 44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
 45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
 46 recourse against Seller for any commission due.
- 47
 48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
 49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU
 5780 CLOVERLEAF CR
 Property Address: LAS VEGAS, NV 89142 SELLER(S) INITIALS: X-7-1
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1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 **Other Matters**

11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
13 or licensee working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
18 Common Interest Community, (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "IRC" means the Internal Revenue
27 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
28 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
29 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
30 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
31 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
32 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
33 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
34 "USC" is the United States Code. "VA" is the Veterans Administration.

35
36 24. **DELIVERY, FACSIMILE, COPIES AND NOTICES:**

37 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
38 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
39 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as originals.

40 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
41 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
42 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or road
43 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

47 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
48 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
49 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
50 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
51 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
52 Agreement.

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU 1
Property Address: 5700 CLOVERLEAF CR
LAS VEGAS, NV 89142 SELLER(S) INITIALS: S.P.
Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 7 of 11

1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

11
12 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.**

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®,
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

30 28: ADDITIONAL TERMS: ~~KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE.~~ _____

31 _____

32 _____

33 _____

34 _____

35 _____

36 _____

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39 _____

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41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV 1

Property Address: 5780 CLOVERLEAF CR
LAS VEGAS, NV 89142 SELLER(S) INITIALS: J.P. 1

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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREBIN of the sum of \$ 1,000.00
evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER
payable to LAWYERS TITLE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account
Date: 11/30/2010 Signed: CARMEN THOMAS Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
attachments.
Buyer's Signature SANTIAGO VARGAS 11/30/2010 [] AM [X] PM
Buyer's Signature Buyer's Printed Name Date Time
Seller must respond by: 5 [] AM [X] PM on (month) December, (day) 3, (year) 2010. 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.

Confirmation of Representation: The Buyer is represented in this transaction by:
Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS
Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE
Phone: (702) 460-2480 Fax:
Email: CTHOMAS@246AOL.COM

Seller's Response

[] 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.
[X] 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.
Seller's Signature Florence Puakese 12/1/10 3:30 [] AM [X] PM
Seller's Signature Seller's Printed Name Date Time

Seller's Signature Seller's Printed Name Date Time [] AM [X] PM
Confirmation of Representation: The Seller is represented in this transaction by:
Seller's Broker: Agent's Name:
Company Name: Office Address:
Phone: Fax:
Email:

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV 1
Property Address: 5780 CLOVERLEAF CR LAS VEGAS, NV 89142 SELLER(S) INITIALS: F.P. 1
Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 11 of 11

Receipt for Funds

Settlement Agent Name: Fidelity National Title Agency of Nevada, Inc.
 File/Escrow Number: FT100034448
 Settlement Date: 1/17/2011
 Client/Matter: Santiago Vargas
 Ledger Comment:
 Property Address: 5780 Cloverleaf Circle/Las Vegas NV

Trust Accounting Date: 12/22/2010
 Trust Account Code: FLVBA
 Trust Account Bank Name: FLVBA
 Trust Account Number: 1235398233

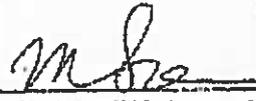
Transaction Date: 12/22/2010
 Reference Number: 201001630
 Deposit Number:
 Received From: Santiago Vargas Amount: \$ 1,000.00

Funds Applied Towards: Buyer
 Type of Funds Received: Money Ord
 From Check Number: 7616
 Account Number: 40142292475104
 Bank Drawn On: Western Union
 ABA Routing Number:

Memo: earnest money

Received the above funds:

12-22-10
 Date


 Fidelity National Title Agency of Nevada, Inc.

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. As such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder or its affiliates shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.
2. The charge to set up and service the interest bearing account is \$_____.
3. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a thirty day period at an interest of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

WESTERN MONEY UNION ORDER WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
Member of Western Union Financial Services Group, N.A. Member, FDIC
 14-229247510
 \$1000.00
 PAY EXACTLY ONE THOUSAND DOLLARS AND NO/100THS
 PAY TO THE ORDER OF Santiago Vargas
 PAYMENT FOR ADCT. # 5101
 101021004001 40142292475104

Receipt for Funds

Settlement Agent Name: Fidelity National Title Agency of Nevada, Inc.
File/Escrow Number: FT100034448
Settlement Date: 1/17/2011
Client/Matter: Santiago Vargas
Ledger Comment:
Property Address: 5780 Cloverleaf Circle/Las Vegas NV

Trust Accounting Date: 12/22/2010
Trust Account Code: FLVBA
Trust Account Bank Name: FLVBA
Trust Account Number: [REDACTED] 233

Transaction Date: 12/22/2010
Reference Number: 201001630
Deposit Number:
Received From: Santiago Vargas

Funds Applied Towards: Buyer
Type of Funds Received: Money Ord
From Check Number: 7510
Account Number: [REDACTED] 104
Bank Drawn On: Western Union
ABA Routing Number:

Memo: earnest money

*Earnest money deposit
for 5780 Cloverleaf Cir
- NOT purchased by me -*

Received the above funds:

12-22-10

M. So

Fidelity National Title Agency of Nevada, Inc.

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent setup an interest bearing account.
2. The charge to set up and service the interest bearing account is \$ _____.
3. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a thirty day period at an interest of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

WESTERN UNION	WESTERN UNION	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
16-34448	14-229247510	
A 717691 D 121410		
1 1613 05	\$ 1000.00	
142292475104 L 000013		
PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS		
PAY TO THE ORDER OF Fidelity National Title		PAYMENT FOR ACCT. #
5780 Cloverleaf Circle		SU.

⑆ 00 2100400⑆ 4014 2292475104⑆

0033



APPENDIX B
TO FLOORING AGREEMENT

Section 1. This Appendix B shall be a part of the Agreement between the Contractor and the Owner, and shall be read in conjunction with the Agreement and the Specifications. The Contractor shall be bound by the terms and conditions of this Appendix B, and shall be held responsible for the performance of the work under this Appendix B.

Section 2. The Contractor shall be held responsible for the performance of the work under this Appendix B, and shall be held responsible for the performance of the work under this Appendix B.

Item	Description	Quantity	Unit
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...

EXHIBIT 37

**ADDENDUM NO. 1
TO PURCHASE AGREEMENT**



In reference to the Purchase Agreement executed by SANTIAGO VARGAS
as Buyer(s) and _____
as Seller(s), dated November 30, 2010
covering the real property at 5780 CLOVERLEAF, LAS VEGAS, NV 89110
the Buyer Seller hereby proposes that the Purchase
Agreement be amended as follows:

1. COE TO BE ON 02/11/2011 LENDER REQUIRING 2010 W-2 FORM
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

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.

[Signature] 01/20/2011
 Buyer Seller Date
SANTIAGO VARGAS

 Buyer Seller Time

Acceptance:

 Buyer Seller Date

 Buyer Seller Time

Prepared by: *[Signature]* (702) 460-1480
Agent's Name CARMEN THOMAS Phone

**ADDENDUM NO. 2
TO PURCHASE AGREEMENT**



In reference to the Purchase Agreement executed by Santiago Vargas
 as Buyer(s) and Florencia Pugliese
 as Seller(s) dated November 20, 2010
 covering the real property at 5780 Cloverleaf Cir., Las Vegas, NV 89142
 the Buyer Seller hereby proposes that the Purchase
 Agreement be amended as follows:

1. For buyer request seller grants extension for escrow to close on
 or before March 10, 2011.
2. Buyer to deposit in escrow addition \$1,000.000 to be release to
 seller immediately upon signing this addendum, to be credited to the
 buyer upon on this successful COE.
3. If additional extension is requested buyer will have a \$100.00
 per day till close of escrow.

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.**

Florencia Pugliese 02/23/2011
 Buyer Seller Date
 Florencia Pugliese

Buyer Seller Title

Acceptant:
Santiago Vargas 2/24/11
 Buyer Seller Date
 Santiago Vargas

Buyer Seller Title

Prepared by: Santiago Vargas (702) 200-4135
 Agent's Name: Santiago Vargas Phone:

**ADDENDUM NO. 3
TO PURCHASE AGREEMENT**



In reference to the Purchase Agreement executed by SANTIAGO VARGAS
as Buyer(s) and _____
as Seller(s), dated November 30, 2010
covering the real property at 5780 CLOVERLEAF, LAS VEGAS, NV 89110
, the Buyer Seller hereby proposes that the Purchase
Agreement be amended as follows:

1. E.M.D. to be \$1000. AND WILL BE RELEASE TO SELLER AND WILL BE
CREDITED TO THE BUYER UPON ON THIS SUCCESSFUL COE.

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.

[Signature] 02/24/2011
 Buyer Seller Date
SANTIAGO VARGAS

Buyer Seller Time

Acceptance: [Signature] 2/25/11
 Buyer Seller Date

Buyer Seller 2:10 PM
Time

Prepared by: [Signature] (702) 460-1480
Agent's Name CARMEN THOMAS Phone

ADDENDUM NO. 4
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by SANTIAGO VARGAS
as Buyer(s) and _____
as Seller(s), dated November 30, 2010
covering the real property at 5780 CLOVERLEAF, LAS VEGAS, NV 89110
, the Buyer Seller hereby proposes that the Purchase
Agreement be amended as follows:

1. CLOSE OF ESCROW WILL BE ON OR BEFORE 03/28/2011 WITH NO CHARGE PER DIEM.

2. ALL TERMS REMAIN THE SAME.

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.

[Signature] 03/18/2011
 Buyer Seller Date
SANTIAGO VARGAS
 Buyer Seller Time

Acceptance: [Signature] 3/21/11
 Buyer Seller Date

Buyer Seller Time

Prepared by: [Signature] (702) 460-1480
Agent's Name CARMEN THOMAS Phone

EXHIBIT 38

CANCELLATION INSTRUCTIONS

Date: 4/5/11

To: Hilda Gonzalez

Escrow Number: _____

We the purchase and sellers, being the principals in the transaction involving the sale of real property located: 5780 Alvarado,
Hereby unconditionally authorize and instruct to cancel the above mentioned transaction. It is hereby understood and agreed that said cancellation shall constitute a complete release of any and all obligation upon the part of _____,
As Escrow holder to complete close of the above transaction. We further agree to hold title harmless from any and all liabilities in connection with said cancellation of said escrow or any of its conduct leading up to and culminating in said cancellation.

DISBURSEMENT

As a separate and distinct component of this authorization and instruction and not as a condition to our instruction to cancel said escrow; you are hereby authorized and instructed to disburse funds, if any, on deposit in said escrow as follows:

SELLER: 1000 - _____

PURCHASER: _____

It is further understood and agrees that these instructions shall reserve as a full release of all obligation and liabilities of the principals, Escrow Company, and Real State companies, if any, at such time as mutual disbursement instructions have been received.

SELLERS:

BUYERS:

[Signature]

SELLER'S AGENT

BUYER'S AGENT

BY: _____

BY: [Signature]

EXHIBIT 39



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: April 18, 2011

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SANTIAGO VARGAS ("Buyer"), hereby offers to purchase
4625 BALTIMORE AVENUE, LAS VEGAS, NV 89104 ("Property"),
within the city or unincorporated area of LAS VEGAS, County of CLARK,
State of Nevada, A.P.N. # 161-05-810-085 for the purchase price of \$ 110,000.00
(One Hundred Ten 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

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14 1. FINANCIAL TERMS & CONDITIONS:
15 \$ 1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is presented with this offer -OR-

(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).)

20 \$ _____ B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The
21 additional deposit will -OR- will not be considered part of the EMD. (Any conditions on the additional
22 deposit should be set forth in Section 28 herein.)

24 \$ 106,150.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON
25 THE FOLLOWING TERMS AND CONDITIONS:
26 Conventional, FHA, VA, Other (specify) _____
27 Interest: Fixed rate, 30 years -OR- Adjustable Rate, _____ years. Initial rate of interest not to
28 exceed 6.000 %. Initial monthly payment not to exceed \$ _____, not including taxes, insurance
29 and/or PMI or MIP.

31 \$ _____ D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
32 FOLLOWING EXISTING LOAN(S):
33 Conventional, FHA, VA, Other (specify) _____
34 Interest: Fixed rate, _____ years -OR- Adjustable Rate, _____ years. Initial rate of interest not to
35 exceed _____ %. Monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

37 \$ _____ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
38 IN "FINANCING ADDENDUM."

40 \$ 2,850.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid
41 at Close of Escrow ("COB").

43 \$ 110,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees
44 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
Property Address: 4625 BALTIMORE AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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

2 A. **NEW LOAN APPLICATION:** Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer
7 does -OR- does not
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. **CASH PURCHASE:** Within 10 business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.
13

14 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
15 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
16 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
17 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
18 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
19 the EMD shall be returned to Buyer.
20

21 3. **SALE OF OTHER PROPERTY:**

22 A. This Agreement
23 is not -OR-
24 is contingent upon the sale (and closing) of another property which address is
25 _____
26

27 B. Said Property
28 is currently listed
29 is not -OR- is
30 presently in escrow with _____
31 Escrow Number: _____ Proposed Closing Date: _____
32

33 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
34 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
35 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
36 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
37 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
38 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
39 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
40 ability to obtain financing is not contingent upon the sale and/or close of any other property.
41

42 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
43 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
44 all items are transferred in an "AS IS" condition.

45 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
46 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
47 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
48 satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
49 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
50 systems/alarm(s);
51

52 B. The following additional items of personal property: _____
53 _____
54

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
Property Address: 4625 BALTIMORE AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 2 of 11

1 5. ESCROW:

2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at LAWYERS TITLE title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with LORNA ARELLANO ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.

9
10 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

12
13 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) May 31, 2011
14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

15
16 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
20 federal law.

21
22 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
23 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
24 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
25 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
29 26 USC Section 1445).

30
31 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
32 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

33
34 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

35 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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44 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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54 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
55 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

56 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4625 BALTIMORE AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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1 **C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):**
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

7	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
8	Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Septic Inspection (requires purging)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24	Termites/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

31
 32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.
 35

36 **D. CERTIFICATIONS:**

37	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
38	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

44
 45
 46
 47 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 48 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 49 elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 50 certification.
 51

52 **E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum
 53 amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 54 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 55 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
 4625 BALTIMORE AVENUE
 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 F. LENDER'S FEES: In addition to Seller's expenses above, Seller will contribute \$ 3,500.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 G. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 350.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 H. OTHER FEES: Buyer will also pay \$ 1,250.00 to Buyer's Broker for FEE.

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

26
27 9. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 10. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /

Property Address: 4625 BALTIMORE AVENUE SELLER(S) INITIALS: /
LAS VEGAS, NV 89104

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1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,
3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: _____
6

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
11 CFR 460.16); and Other: _____
12

13 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
17 and that future demand and airport operations may increase significantly. For further information, contact your local
18 department of aviation or the Federal Aviation Administration.
19

20 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
22 federal or state fair housing law.
23

24 E. In addition, Buyer acknowledges receipt of:
25 • Residential Disclosure Guide (NRS 645.194)
26 • Consent to Act, if applicable (NRS 645.252)
27 • Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
28 • For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans
29

30 12. BUYER'S DUE DILIGENCE:

31 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
37 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
40 be deemed to have waived the right to cancel under this section.
41

42 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools, proximity and
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
4625 BALTIMORE AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
Doc: 6/08 4000 Greater Las Vegas Association of REALTORS® Page 6 of 11

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE -OR- _____. In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**

52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

55
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: SANTIAGO VARGAS BUYER(S) INITIALS: SU

4625 BALTIMORE AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15

16 Instructions to Escrow

17 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
23 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER
24 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
32 in said action, shall be the responsibility of the parties hereto.
33

34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
Property Address: 4625 BALTIMORE AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: 1
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1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 Other Matters

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

35 24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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

Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV
4625 BALTIMORE AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: 1
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1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE..
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /

Property Address: 4625 BALTIMORE AVENUE SELLER(S) INITIALS: /
LAS VEGAS, NV 89104

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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREBIN of the sum of \$ 1,000.00 evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER payable to LAWYERS TITLE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account. Date: 04/18/2011 Signed: CARMEN THOMAS Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: [Signature] Buyer's Printed Name: SANTIAGO VARGAS Date: 04/18/2011 Time: [] AM [] PM. Buyer's Signature: [Signature] Buyer's Printed Name: Buyer's Printed Name Date: Date Time: Time [] AM [] PM.

Seller must respond by: 5 [] AM [X] PM on (month) December, (day) 3, (year) 2010. 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.

Confirmation of Representation: The Buyer is represented in this transaction by: Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE Phone: (702) 460-1480 Fax: (702) 7768948 Email: CTHOMAS624@AOL.COM

Seller's Response

[] 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.

Seller's Signature: [Signature] Seller's Printed Name: Seller's Printed Name Date: Date Time: Time [] AM [] PM. Seller's Signature: [Signature] Seller's Printed Name: Seller's Printed Name Date: Date Time: Time [] AM [] PM.

Confirmation of Representation: The Seller is represented in this transaction by: Seller's Broker: Agent's Name: Company Name: Office Address: Phone: Fax: Email:

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV. Property Address: 4625 BALTIMORE AVENUE LAS VEGAS, NV 89104 SELLER(S) INITIALS: Seller's Name: Seller's Name Date: Date Time: Time [] AM [] PM. Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 11 of 11

EXHIBIT 40



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: May 3, 2011

SANTIAGO VARGAS ("Buyer"), hereby offers to purchase 4626 UTAH AVENUE, LAS VEGAS, NV 89104 ("Property"),

within the city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada, A.P.N. # 161-05-610-186 for the purchase price of \$ 135,000.00

(One Hundred Thirty-Five Thousand dollars) ("Purchase Price") on the terms and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] presented with this offer -OR- []

(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).)

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 28 herein.)

130,275.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [X] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 5.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

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. Initial rate of interest not to exceed % . Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

3,725.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE")

135,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prations, 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4626 UTAH AVENUE LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within DONE business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements); and (3) 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

does -OR- does not

authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

B. CASH PURCHASE: Within 10 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.

C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event the EMD shall be returned to Buyer.

3. SALE OF OTHER PROPERTY:

A. This Agreement

is not -OR-

is contingent upon the sale (and closing) of another property which address is

B. Said Property

is currently listed

is not -OR- is

presently in escrow with _____

Escrow Number: _____, Proposed Closing Date: _____

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

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(E) of this Agreement, all items are transferred in an "AS IS" condition.

A. 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), window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(s), 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);

B. The following additional items of personal property: _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4526 UTAH AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____

Rev. 6/09

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Page 2 of 11

1 **5. ESCROW:**

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

9
10 **B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

12 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) June 21, 2011
13
14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

15
16 **D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
20 federal law.

21
22 **E. FIRPTA:** If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
23 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
24 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
25 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
29 26 USC Section 1445).

30
31 **6. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
32 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

33
34 **7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**

35 **A. TITLE AND ESCROW FEES:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

36
37
38
39
40
41
42
43
44 **B. PRORATIONS:**

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

53
54 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
55 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

56 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
4636 UTAH AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):

Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law.

D. CERTIFICATIONS:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ 500.00 in correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

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 counter offer.

Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
 Property Address: 4626 UTAH AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
 Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 4 of 11

1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ 4,050.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 450.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 **H. OTHER FEES:** Buyer will also pay \$ 1,500.00 to Buyer's Broker for FEE.

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

26
27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4526 UTAH AVENUE SELLER(S) INITIALS: /
LAS VEGAS, NV 89104

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SANTIAGO

1 11. **ADDITIONAL DISCLOSURES:**

2 A. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640,
3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: _____

6 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
7 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
8 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
9 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
10 CFR 460.16); and Other: _____

11 C. **AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports
12 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
13 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
14 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
15 and that future demand and airport operations may increase significantly. For further information, contact your local
16 department of aviation or the Federal Aviation Administration.

17 D. **FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without
18 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
19 federal or state fair housing law.

20 E. In addition, Buyer acknowledges receipt of:
21 • Residential Disclosure Guide (NRS 645.194)
22 • Consent to Act, if applicable (NRS 645.252)
23 • Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
24 • For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans

25 12. **BUYER'S DUE DILIGENCE:**

26 A. **DUE DILIGENCE PERIOD:** Buyer shall have 10 calendar days from Acceptance to complete Buyer's
27 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
28 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
29 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
30 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
31 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
32 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
33 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
34 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
35 be deemed to have waived the right to cancel under this section.

36 B. **PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such
37 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
38 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
39 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
40 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
41 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
42 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
43 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
44 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
45 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
46 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
47 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
48 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
49 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and
50 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
51 particular paragraph is otherwise modified by addendum or counteroffer.

52 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV

53 Property Address: 4626 UTAH AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____

54 Rev. 6/09

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE -OR- _____ . In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.
55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
4526 UTAH AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____
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1 H. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15

16 Instructions to Escrow

17 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
23 several claims and rights among themselves. Upon the entry of an order authorizing such interpleader, ESCROW HOLDER
24 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
32 in said action, shall be the responsibility of the parties hereto.
33

34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4626 UTAH AVENUE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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Page 8 of 11

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SANTIAGO

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 **Other Matters**

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

35 24. **DELIVERY, FACSIMILE, COPIES AND NOTICES:**

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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

Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
4526 OTAR AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 **THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 **NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE**
10 **BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.**

11
12 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
13 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
14 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
15 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
16 **APPROPRIATE PROFESSIONAL.**

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. **ADDENDUM(S) ATTACHED:** _____

23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. **ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE.** _____

31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
4626 UTAH AVENUE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
62009 Greater Las Vegas Association of REALTORS® Page 10 of 11
Rev. 6/09

Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00
evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER
payable to YOUR CHOICE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account
Date: 05/03/2011 Signed: CARMEN THOMAS Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and
attachments.

SANTIAGO VARGAS 05/03/2011 [] AM [X] PM
Buyer's Signature Buyer's Printed Name Date Time
Buyer's Signature Buyer's Printed Name Date Time [] AM [X] PM

Seller must respond by: 5 [] AM [X] PM on (month) May, (day) 4, (year) 2010. 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.

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

Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS
Company Name: SIX NATIONAL PROPERTIES Office Address: 3376 S EASTERN AVE
Phone: (702) 460-1480 Fax: (702) 7768948
Email: CTHOMAS624@AOL.COM

Seller's Response

[X] 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.

Seller's Signature Seller's Printed Name Date Time [] AM [X] PM
Seller's Signature Seller's Printed Name Date Time [] AM [X] PM

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

Seller's Broker: Agent's Name:
Company Name: Office Address:
Phone: Fax:
Email:

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4626 UTAH AVENUE LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

EXHIBIT 41

ADDENDUM NO. 1
TO PURCHASE AGREEMENT



In reference to the Purchase Agreement executed by Santiago Vargas
as Buyer(s) and Homer Miller
as Seller(s), dated May 3, 2011
covering the real property at 4626 Utah Ave., Las Vegas, NV 89104, the Buyer Seller hereby proposes that the Purchase Agreement be amended as follows:

All parties agree to cancel escrow and provide a full refund of Earnest Money Deposit to Buyer.

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.

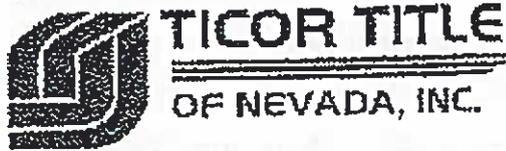
Homer Miller 05/18/2011
 Buyer Seller Date
Homer Miller

Buyer Seller Time

Acceptance:
Santiago Vargas 5/20/11
 Buyer Seller Date
Santiago Vargas

Buyer Seller Time 6:30 PM

Prepared by: *Sissy Warrington* (702) 743-2273
Agent's Name Sissy & Shannon Warrington Phone



2285 Corporate Circle #130, Henderson, NV 89074
(702) 932-0812

RECEIPT

No: 50005238

Date: 05/18/2011 Escrow No. 11050633- 005 KH

Received from: Santiago Vargar
Seller: Miller, Homer
Buyer: Vargas, Santiago
Property Address: 4628 E. Utah Avenue, Las Vegas, NV 89104
ABA Number: 092900383 ckt#8035501781
Type of Transaction: EM
TOTAL: \$1,000.00 Wells Fargo Bank, NA

BY: LB

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.
2. The charge to set up and service the interest bearing account is \$25.00
3. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a thirty day period at an interest of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and

11050633- KH

usbank CASHIER'S CHECK No. 6835501781

DATE: MAY 07, 2011

PAY ONE THOUSAND DOLLARS AND 00 CENTS \$ 1,000.00

TO THE ORDER OF: TICOR TITLE

PURPOSE/REMITTER: SANTIAGO VARGAS JR

Location: 6835 NELLIS SMITH'S

U.S. Bank National Association
Minneapolis, MN 55460

AUTHORIZED SIGNATURE

⑆000000000000⑆ 092900383 ⑆000000000000⑆ 50005238



MINISTRY OF HEALTH AND FAMILY WELFARE

(This form is to be filled up by the patient)

NAME OF PATIENT: _____

AGE: _____ SEX: _____

RESIDENCE: _____

DATE OF ADMISSION: _____

WARD: _____

OPPORTUNITY FOR VISIT: _____

REASON FOR VISIT: _____

DATE OF VISIT: _____

NAME OF VISITOR: _____

REMARKS: _____

NAME OF PHYSICIAN: _____

DATE: _____

NAME OF NURSE: _____

DATE: _____

NAME OF ATTENDING PHYSICIAN: _____

DATE: _____

NAME OF VISITOR: _____

DATE: _____

NAME OF VISITOR: _____

DATE: _____

EXHIBIT 42



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: May 23, 2011

SANTIAGO VARGAS

("Buyer"), hereby offers to purchase

4426 E. CLEVELAND AV., LAS VEGAS, NV 89104

("Property")

within the city or unincorporated area of LAS VEGAS, County of CLARK

State of Nevada, A.P.N. # 161-05-410-106 for the purchase price of \$ 115,000.00

(One Hundred Fifteen Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] presented with this offer -OR- []

(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).)

\$ 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 2B herein.)

\$ 110,975.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 5.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

\$ 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. Initial rate of interest not to exceed % . Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

\$ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ 3,025.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE").

\$ 115,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prations, 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / Property Address: 4426 E. CLEVELAND AV. LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

1 2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

2 A. NEW LOAN APPLICATION: Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 does -OR- does not
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. CASH PURCHASE: Within 10 business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.
19

20 3. SALE OF OTHER PROPERTY:

21 A. This Agreement
22 is not -OR-
23 is contingent upon the sale (and closing) of another property which address is

24
25
26
27 B. Said Property
28 is currently listed
29 is not -OR- is
30 presently in escrow with _____
31 Escrow Number: _____ Proposed Closing Date: _____
32

33 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
34 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
35 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
36 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
37 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
38 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
39 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
40 ability to obtain financing is not contingent upon the sale and/or close of any other property.
41

42 4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of
43 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
44 all items are transferred in an "AS IS" condition.

45 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
46 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
47 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
48 satellite dish(s), private integrated telephone systems, air conditioners/conditioner(s), pool/spa equipment, garage door
49 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
50 systems/alarm(s);
51

52 B. The following additional items of personal property: _____
53
54

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
4426 E. CLEVELAND AV.
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 5. **ESCROW:**
 2 A. **OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow
 3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
 4 ("Opening of Escrow"), at YOUR CHOICE title or escrow company ("Escrow Company" or
 5 "ESCROW HOLDER") with _____ ("Escrow Officer") (or such other escrow officer as
 6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
 7 Agreement and receipt of the BMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
 8 respective Brokers) of the opening date and the Escrow Number.

9 B. **EARNEST MONEY:** Upon Acceptance, Buyer's BMD as shown in Section 1(A), and 1(B) if applicable, of
 10 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

11 C. **CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) June 30, 2011
 12 If the designated date falls on a weekend or holiday, COE shall be the next business day.

13 D. **IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation which became effective January
 14 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
 15 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
 16 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
 17 federal law.

18 E. **FIRPTA:** If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
 19 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
 20 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
 21 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
 22 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
 23 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
 24 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
 25 26 USC Section 1445).

26 G. **TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type of title insurance policy:
 27 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

28 7. **PRORATIONS, FEES AND EXPENSES (Check appropriate box):**
 29 A. **TITLE AND ESCROW FEES:**

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30 B. **PRORATIONS:**

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
 32 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

35 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
 36 4426 E. CLEVELAND AV.
 37 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
 38 Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 3 of 11
 39 Produced with Zillow by ZoloLog 18070 Hillcrest Road, Frisco, Michigan 48026 www.zillow.com SANTIAGO

1 C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

7	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
8	Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24	Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	(includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
30	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

31
 32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.

35 D. CERTIFICATIONS:

37	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
38	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
43	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

44
 45
 46 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 47 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 48 elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 49 certification.

50
 51 E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum
 52 amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 53 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 54 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or
 55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV.1
 Property Address: 4426 E. CLEVELAND AV. SELLER(S) INITIALS: /
LAS VEGAS, NV 89104
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 Rev. 6/09

1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 F. **LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ 4,025.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11 G. **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 **ALLIANCE HOME WARRANTY** Seller -OR- Buyer will pay for the Home Protection
14 Plan at a price not to exceed \$ 450.00. 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. ESCROW HOLDER is not responsible for
16 ordering the Home Protection Plan.

17
18 H. **OTHER FEES:** Buyer will also pay \$ 1,500.00 to Buyer's Broker for **FEES**

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

25 9. **COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
26 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
27 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
28 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
29 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
30 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
31 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
32 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
33 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
34 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
35 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

36 10. **DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
37 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 38
39 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
40 Seller Real Property Disclosure Form (NRS 40.688)
41 Fungal (Mold) Notice Form (not required by Nevada law)
42 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
43 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
44 Pest Notice Form (not required by Nevada law)
45 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
46 Rangeland Disclosure (NRS 113.065)
47 Seller Real Property Disclosure Form (NRS 113.130)
48 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /
Property Address: 4426 E. CLEVELAND AV. SELLER(S) INITIALS: /
LAS VEGAS, NV 89104
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1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,
3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: _____

6
7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060), Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
11 CFR 460.16); and Other: _____

12
13 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
17 and that future demand and airport operations may increase significantly. For further information, contact your local
18 department of aviation or the Federal Aviation Administration.

19
20 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
22 federal or state fair housing law.

- 23
24 E. In addition, Buyer acknowledges receipt of:
25 • Residential Disclosure Guide (NRS 645.194)
26 • Consent to Act, if applicable (NRS 645.252)
27 • Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
28 • For Your Protection - Get Home Inspection (HJD 92564-CN) For FHA Loans

29
30 12. BUYER'S DUE DILIGENCE:

31 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
37 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
40 be deemed to have waived the right to cancel under this section.

41
42 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4426 E. CLEVELAND AV. LAS VEGAS, NV 89104 SELLER(S) INITIALS: 1

Rev. 6/09 62039 Greater Las Vegas Association of REALTORS® Page 6 of 11 SANTIAGO

1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

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

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15
16

Instructions to Escrow

17 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
23 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER
24 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
32 in said action, shall be the responsibility of the parties hereto.
33

34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /

Property Address: 4426 E. CLEVELAND AV.
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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Page 8 of 11

SANTIAGO

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 Other Matters

11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
13 or licensee working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
18 Common Interest Community (formerly known as "FOA" or homeowners associations). "CIC Capital Contribution" means
19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "IRC" means the Internal Revenue
27 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
28 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
29 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
30 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
31 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
32 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
33 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
34 "USC" is the United States Code. "VA" is the Veterans Administration.

35 24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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

Buyer's Name: _____

SANTIAGO VARGAS

BUYER(S) INITIALS: SU /

Property Address: _____

4426 E. CLEVELAND AV.
LAS VEGAS, NV 89104

SELLER(S) INITIALS: _____

Rev. 6/09

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Page 9 of 11

SANTIAGO

1 Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE.
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /
Property Address: 4426 E. CLEVELAND AV. SELLER(S) INITIALS: /
LAS VEGAS, NV 89104
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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HERBIN of the sum of \$ 1,000.00 evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER payable to YOUR CHOICE Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account Date: 05/23/2011 Signed: CARMEN THOMAS Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: [Signature] Buyer's Printed Name: SANTIAGO VARGAS Date: 05/23/2011 Time: [] AM [] PM

Seller must respond by: 5 [] AM [X] PM on (month) May, (day) 23, (year) 2011. 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.

Confirmation of Representation: The Buyer is represented in this transaction by: Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE Phone: (702) 460-1480 Fax: (702) 7768948 Email: CTHOMAS624@AOL.COM

Seller's Response

[] 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.

Seller's Signature: _____ Seller's Printed Name: _____ Date: _____ Time: [] AM [] PM

Confirmation of Representation: The Seller is represented in this transaction by: Seller's Broker: _____ Agent's Name: _____ Company Name: _____ Office Address: _____ Phone: _____ Fax: _____ Email: _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / Property Address: 4426 E. CLEVELAND AV. LAS VEGAS, NV 89104 SELLER(S) INITIALS: / Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 11 of 11



RESIDENTIAL PURCHASE AGREEMENT

This contract is made this _____ day of _____, 20____

Between the undersigned Seller, _____ of _____, California, and Buyer, _____ of _____, California.

1. THE PROPERTY. The property to be sold is located at _____, _____, California. The property is described as follows: _____.

EXHIBIT 43



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: August 2, 2011

SANTIAGO VARGAS

("Buyer"), hereby offers to purchase

4630 NEW YORK AVE, LAS VEGAS, NV 89104

("Property"),

within the city or unincorporated area of LAS VEGAS, County of CLARK

State of Nevada, A.P.N. # 161-05-710-056 for the purchase price of \$ 105,000.00

(One Hundred Five Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

\$ 1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] presented with this offer -OR- []

(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).)

\$ 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 28 herein.)

\$ 101,325.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 5.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

\$ 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. Initial rate of interest not to exceed % Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

\$ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ 2,575.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE").

\$ 105,000.00 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4630 NEW YORK AVE LAS VEGAS, NV 89104 SELLER(S) INITIALS: I

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

2 A. **NEW LOAN APPLICATION:** Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 does -OR- does not
8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. **CASH PURCHASE:** Within 10 business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.
19
20

21
22 3. **SALE OF OTHER PROPERTY:**

23 A. This Agreement
24 is not -OR-
25 is contingent upon the sale (and closing) of another property which address is
26 _____

27 B. Said Property
28 is currently listed
29 is not -OR- is
30 presently in escrow with _____
31 Escrow Number: _____, Proposed Closing Date: _____
32
33

34 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
35 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
36 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
37 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
38 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
39 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
40 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
41 ability to obtain financing is not contingent upon the sale and/or close of any other property.
42

43 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
44 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
45 all items are transferred in an "AS IS" condition.

46 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
47 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
48 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
49 satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
50 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
51 systems/alarm(s);
52

53 B. The following additional items of personal property: _____
54 _____

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: SANTIAGO YARGAS BUYER(S) INITIALS: SV /
4630 NEW YORK AVE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 5. ESCROW:

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

9 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
10 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

11 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) August 31, 2011
12 If the designated date falls on a weekend or holiday, COE shall be the next business day.

13 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
14 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
15 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
16 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
17 federal law.

18 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
19 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
20 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
21 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
22 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
23 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
24 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
25 26 USC Section 1445).

26 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
27 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

28 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

29 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
32 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

35 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

36 Property Address: 4630 NEW YORK AVE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

37 Rev. 6/09

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1 C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):
 2 Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the
 3 licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will
 4 ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days
 5 after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada
 6 professionals to conduct inspections.)

7	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
8	Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
22	Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
23	Survey _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
24	Termites/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
25	Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
28	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

32 If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is
 33 deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have
 34 reasonably identified had it been conducted, except as otherwise provided by law.

35
 36 D. CERTIFICATIONS:

37	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
38	Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39	Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
40	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
41	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
42	Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

44
 45
 46
 47 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions
 48 to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above
 49 elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a
 50 certification.

51 E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum
 52 amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals,
 53 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
 54 the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or
 55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
 4630 NEW YORK AVE
 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ 3,500.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 450.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 **H. OTHER FEES:** Buyer will also pay \$ 1,250.00 to Buyer's Broker for FEES.

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

26
27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the SMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4630 NEW YORK AVE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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11. ADDITIONAL DISCLOSURES:

A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,

is a licensed real estate agent in the State(s) of _____, and has the following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business interest: _____

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: _____

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

E. In addition, Buyer acknowledges receipt of:

- Residential Disclosure Guide (NRS 645.194)
- Consent to Act, if applicable (NRS 645.252)
- Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
- For Your Protection - Get Home Inspection (HUD 92.564-CN) For FHA Loans

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4630 NEW YORK AVE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities, crime statistics; fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE-OR- _____ . In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

55
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
4630 NEW YORK AVE
Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15
16

Instructions to Escrow

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

33
34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 4630 NEW YORK AVE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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Page 8 of 11

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SANTIAGO

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fec received in this transaction.

Other Matters

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

24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

37 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
38 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
39 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

41 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
42 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
43 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
44 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

50 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
51 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
52 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
53 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
54 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 4530 NEW YORK AVE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

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Page 9 of 11

1 Agreement. Should any party here... retain counsel for the purpose of initiating ...gation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expense incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____

23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE...

31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU / _____

Property Address: 4630 NEW YORK AVE
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____ / _____

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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00 evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER payable to YOUR CHOICE. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account Date: 08/02/2011 Signed: CARMEN THOMAS Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: [Signature] Buyer's Printed Name: SANTIAGO VARGAS Date: 08/02/2011 Time: [] AM [] PM

Seller must respond by: 5 [] AM [X] PM on (month) August, (day) 4, (year) 2011. 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.

Confirmation of Representation: The Buyer is represented in this transaction by: Buyer's Broker: DEQUE ESPARZA Agent's Name: CARMEN THOMAS Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE Phone: (702) 460-1480 Fax: (702) 7768948 Email: CTHOMAS624@AOL.COM

Seller's Response

[] 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.

Seller's Signature: _____ Seller's Printed Name: _____ Date: _____ Time: [] AM [] PM

Confirmation of Representation: The Seller is represented in this transaction by: Seller's Broker: _____ Agent's Name: _____ Company Name: _____ Office Address: _____ Phone: _____ Fax: _____ Email: _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: / Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS®



RESIDENTIAL TENANT AGREEMENT

John Doe, Landlord and Jane Smith, Tenant

1. This agreement is made on this 1st day of January, 2024, between the undersigned Landlord and Tenant.

2. The premises to be let are described as follows: [Address]

3. The term of this agreement shall be for a period of 12 months, commencing on the 1st day of January, 2024, and terminating on the 31st day of December, 2024.

4. The monthly rent for the premises shall be \$1,200.00, payable in advance on the 1st day of each month.

5. The Tenant shall be responsible for the payment of all taxes, rates, and charges levied on the premises during the term of this agreement.

6. The Tenant shall not assign or sublet the premises without the written consent of the Landlord.

7. The Tenant shall not use the premises for any illegal or immoral purposes.

8. The Landlord warrants that the premises are fit for habitation and comply with all applicable laws and regulations.

9. This agreement shall be governed by the laws of the State of California.

10. The parties have read and understand the contents of this agreement and agree to its terms.

11. The parties have signed this agreement in the presence of each other and in the presence of two witnesses.

12. This agreement is a true and correct copy of the original agreement.

EXHIBIT 44



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: August 17, 2011

SANTIAGO VARGAS ("Buyer"), hereby offers to purchase 4668 E. NEW YORK AV., LAS VEGAS, NV 89104 ("Property"), within the city or unincorporated area of LAS VEGAS, County of CLARK, State of Nevada, A.P.N. # 161-05-710-03E for the purchase price of \$ 110,000.00 (One Hundred Ten Thousand dollars) ("Purchase Price") on the terms and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] presented with this offer -OR- []

(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).)

B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) additional deposit [] will -OR- [] will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

106,150.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

[] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 5.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

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. Initial rate of interest not to exceed % . Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

2,850.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE").

110,000.00 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: SANTIAGO VARGAS BUYER(S) INITIALS: SW
Property Address: 4668 E. NEW YORK AV LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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

2 A. **NEW LOAN APPLICATION:** Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 does -OR- does not

8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10 B. **CASH PURCHASE:** Within 10 business days of Acceptance, Buyer agrees to provide written evidence
11 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
12 written evidence within the above period, Seller reserves the right to terminate this Agreement.

13 C. **APPRAISAL:** If an appraisal is required as part of this agreement, or requested by Buyer, and if the
14 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
15 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
16 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
17 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
18 the EMD shall be returned to Buyer.
19

20 3. **SALE OF OTHER PROPERTY:**

21 A. This Agreement

22 is not -OR-

23 is contingent upon the sale (and closing) of another property which address is

24

25 B. Said Property

26 is currently listed

27 is not -OR- is

28 presently in escrow with _____

29 Escrow Number: _____ Proposed Closing Date: _____

30

31 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
32 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
33 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
34 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
35 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
36 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
37 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
38 ability to obtain financing is not contingent upon the sale and/or close of any other property.
39

40 4. **FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of
41 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(B) of this Agreement,
42 all items are transferred in an "AS IS" condition.

43 A. All **EXISTING** fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
44 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
45 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
46 satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
47 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
48 systems/alarm(s);

49 B. The following additional items of personal property: _____

50

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

53 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SV

54 Property Address: 466B E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

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

9
 10 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
 11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

12
 13 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) September 23, 2011
 14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

15
 16 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
 17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
 18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
 19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
 20 federal law.

21
 22 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
 23 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
 24 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
 25 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
 26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
 27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
 28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
 29 26 USC Section 1445).

30
 31 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
 32 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

33
 34 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

35 A. TITLE AND ESCROW FEES:

36 TYPE	37 PAID BY SELLER	38 PAID BY BUYER	39 50/50	40 N/A
41 Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
42 Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43 Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44 Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

46 B. PRORATIONS:

47 TYPE	48 PAID BY SELLER	49 PRORATE	50 N/A
51 CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
52 CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
53 SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
54 Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
55 Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
56 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

57 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
 58 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

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

Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SU / 1
 Property Address: 4669 E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: _____ / _____
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C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):

Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Survey _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law.

D. CERTIFICATIONS:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. Notwithstanding the above elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV 1
 4668 E. NEW YORK AV
 Property Address: LAS VEGAS, NV 89104 SELLER(S) INITIALS: 1
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1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one
5 party.

6
7 F. LENDER'S FEES: In addition to Seller's expenses above, Seller will contribute \$ 3,300.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 G. HOME PROTECTION PLAN: Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 450.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 H. OTHER FEES: Buyer will also pay \$ 1,250.00 to Buyer's Broker for FEE.

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

26
27 9. COMMON-INTEREST COMMUNITIES: If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 10. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
Property Address: 4668 E. NEW YORK AV
LAS VEGAS, NV 89109 SELLER(S) INITIALS: /
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1 11. ADDITIONAL DISCLOSURE:

2 A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,

3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: _____
6

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
11 CFR 460.16); and Other: _____
12

13 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
17 and that future demand and airport operations may increase significantly. For further information, contact your local
18 department of aviation or the Federal Aviation Administration.
19

20 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
22 federal or state fair housing law.
23

24 E. In addition, Buyer acknowledges receipt of:

- 25 • Residential Disclosure Guide (NRS 645.194)
 - 26 • Consent to Act, if applicable (NRS 645.252)
 - 27 • Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
 - 28 • For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans
- 29

30 12. BUYER'S DUE DILIGENCE:

31 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
37 unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
40 be deemed to have waived the right to cancel under this section.
41

42 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU

Property Address: 4668 E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
2 other governmental services; existing and proposed transportation, construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE-OR- _____ . In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

55
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV
Property Address: 4668 E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: 1
Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 7 of 11

1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15
16

Instructions to Escrow

17 19. ESCROW: If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
18 Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except
19 losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are
20 made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is
21 entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such
22 documents and monies with the Court, and obtain an order from the Court requiring the parties to interplead and litigate their
23 several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER
24 shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall
25 not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor
26 as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with
27 any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein.
28 ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents
29 received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event
30 an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise
31 compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur
32 in said action, shall be the responsibility of the parties hereto.
33

34 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account held by ESCROW
35 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
36 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
37 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
38 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
39 funds are held by ESCROW HOLDER.
40

Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /

Property Address: 4668 E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

Rev. 6/09

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Page 8 of 11

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 Other Matters

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

35 24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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

53 Buyer's Name: SANTIAGO VARGAS BUYER(S) INITIALS: SU
54 Property Address: 4668 E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /
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1 Agreement. Should any party hereto obtain counsel for the purpose of initiating litigation to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____

23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE.

31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / 1

Property Address: 4668 E. NEW YORK AV
LAS VEGAS, NV 89104 SELLER(S) INITIALS: /

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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HERBIN of the sum of \$ 1,000.00 evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER payable to YOUR CHOICE Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account Date: 08/17/2011 Signed: CARMEN THOMAS Buyer's Agent

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: SANTIAGO VARGAS Buyer's Printed Name Date: 08/17/2011 Time: [] AM [X] PM

Seller must respond by: 5:00 [] AM [X] PM on (month) August, (day) 19, (year) 2011. 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.

Confirmation of Representation: The Buyer is represented in this transaction by: Buyer's Broker: JESUS ESPARZA Agent's Name: CARMEN THOMAS Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE Phone: (702) 460-1480 Fax: (702) 7768948 Email: CTHOMAS624@AOL.COM

Seller's Response

[X] 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.

Seller's Signature: Seller's Printed Name Date Time: [] AM [X] PM

Confirmation of Representation: The Seller is represented in this transaction by: Seller's Broker: Agent's Name: Company Name: Office Address: Phone: Fax: Email:

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV Property Address: 4668 E. NEW YORK AV LAS VEGAS, NV 89104 SELLER(S) INITIALS: Page 11 of 11 Rev. 6/09



RESIDENTIAL PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 20__.

Between _____

and _____

ARTICLE I - PROPERTY

1.1 The Seller hereby agrees to sell to the Buyer the property described in the following description:

EXHIBIT 45



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: August 17, 2011

SANTIAGO VARGAS

("Buyer"), hereby offers to purchase

5842 DEER VALLEY DR, LAS VEGAS, NV 89156

("Property"),

within the city or unincorporated area of LAS VEGAS, County of CLARK,

State of Nevada, A.P.N. # 140-21-012-003 for the purchase price of \$ 110,000.00

(One Hundred Ten Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

\$ 1,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] prescuted with this offer -OR- []

(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).)

\$ 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 28 herein.)

\$ 106,150.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS: [] Conventional, [X] FHA, [] VA, [] Other (specify) Interest: [X] Fixed rate, 30 years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed 5.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

\$ 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. Initial rate of interest not to exceed % Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

\$ E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ 2,850.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in cash or certified funds to be paid at Close of Escrow ("COE").

\$ 110,000.00 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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /

Property Address: 5842 DEER VALLEY DR LAS VEGAS, NV 89156 SELLER(S) INITIALS: /

1 2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

2 A. NEW LOAN APPLICATION: Within DONE business days of Acceptance, Buyer agrees to (1) submit a
3 completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements);
4 and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If
5 Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this
6 Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer

7 does -OR- does not

8 authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use
9 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

10
11 B. CASH PURCHASE: Within 30 business days of Acceptance, Buyer agrees to provide written evidence
12 from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the
13 written evidence within the above period, Seller reserves the right to terminate this Agreement.

14
15 C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the
16 appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the
17 difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price
18 accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may
19 renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event
20 the EMD shall be returned to Buyer.

21
22 3. SALE OF OTHER PROPERTY:

23 A. This Agreement

24 is not -OR-

25 is contingent upon the sale (and closing) of another property which address is

26
27
28 B. Said Property

29 is currently listed

30 is not -OR- is

31 presently in escrow with _____

32 Escrow Number: _____ Proposed Closing Date: _____

33
34 When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to
35 Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will
36 terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a
37 third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer
38 written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and
39 closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver
40 of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's
41 ability to obtain financing is not contingent upon the sale and/or close of any other property.

42
43 4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of
44 the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement,
45 all items are transferred in an "AS IS" condition.

46 A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing
47 and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s),
48 window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s),
49 satellite dish(s), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door
50 opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security
51 systems/alarm(s);

52
53 B. The following additional items of personal property: _____

54

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

5842 DEER VALLEY DR

Property Address: LAS VEGAS, NV 89156 SELLER(S) INITIALS: _____

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1 5. ESCROW:

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

9
10 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein

12
13 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) September 23, 2011
14 If the designated date falls on a weekend or holiday, COE shall be the next business day.

15
16 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
20 federal law.

21
22 E. FIRPTA: If applicable, Seller agrees to complete, sign, and deliver to ESCROW HOLDER a certificate
23 indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax
24 Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation;
25 or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Buyer and Seller
26 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
27 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
28 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
29 26 USC Section 1445).

30
31 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
32 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).

33
34 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

35 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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44 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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54 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
55 available at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.

56 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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /
5842 DEER VALLEY DR
Property Address: LAS VEGAS, NV 89156 SELLER(S) INITIALS: /
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SANTIAGO

C. INSPECTIONS AND RELATED EXPENSES (See also Section 12):

Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Appraisal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLUE Report ordered by Seller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fungal Contaminant Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Re-Inspections	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law.

D. CERTIFICATIONS:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoices). A certification is not a warranty. Notwithstanding the above elections, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ 500.00 to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs based upon the Seller's Real Property Disclosure. Items of a general maintenance or

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /
 5842 DEER VALLEY DR
 Property Address: LAS VEGAS, NV 89156 SELLER(S) INITIALS: /
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1 cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which
2 are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this section.
3 The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the
4 Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by the
5 party.

6
7 **F. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ 3,300.00
8 to Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay
9 pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have different appraisal and
10 financing requirements, which will affect the parties' rights and costs under this Agreement.

11
12 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
13 Protection Plans that provide coverage to Buyer after COE. Buyer waives -OR- requires a Home Protection Plan with
14 ALLIANCE HOME WARRANTY Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ 450.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
16 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
17 ordering the Home Protection Plan.

18
19 **H. OTHER FEES:** Buyer will also pay \$ 1,250.00 to Buyer's Broker for FEE.

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

26
27 **9. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"),
28 Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the "resale
29 package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's
30 receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the
31 date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
32 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel this Agreement
33 pursuant to this section, he must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
34 authorized agent identified in the Confirmation of Representation at the end of this Agreement. Upon such written cancellation,
35 Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW
36 HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package
37 will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

38
39 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
40 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 41 Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
42 Seller Real Property Disclosure Form (NRS 40.688)
43 Fungal (Mold) Notice Form (not required by Nevada law)
44 Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
45 Methamphetamine Lab Disclosure, if applicable (NRS 40.770, NRS 489.776)
46 Pest Notice Form (not required by Nevada law)
47 Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
48 Rangeland Disclosure (NRS 113.065)
49 Seller Real Property Disclosure Form (NRS 113.130)
50 Other (list) _____
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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
Property Address: 5842 DEER VALLEY DR
LAS VEGAS, NV 89156 SELLER(S) INITIALS: _____ / _____
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1 11. ADDITIONAL DISCLOSURES:

2 A. LICENSEE DISCLOSURE OF INTEREST: Pursuant to NAC 645.640,
3 _____ is a licensed real estate agent in the State(s) of _____, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: _____
6

7 B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering
8 Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial
9 Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage
10 (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16
11 CFR 460.16); and Other: _____
12

13 C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports
14 (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise
15 levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of
16 the Property for residential use. Buyer also understands that these airports have been at their present location for many years,
17 and that future demand and airport operations may increase significantly. For further information, contact your local
18 department of aviation or the Federal Aviation Administration.
19

20 D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without
21 regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of
22 federal or state fair housing law.
23

- 24 E. In addition, Buyer acknowledges receipt of:
25 • Residential Disclosure Guide (NRS 645.194)
26 • Consent to Act, if applicable (NRS 645.252)
27 • Duties Owed by a Nevada Real Estate Licensee (if one party is unrepresented) (NRS 645.252)
28 • For Your Protection - Get Home Inspection (HUD 92564-CN) For FHA Loans
29

30 12. BUYER'S DUE DILIGENCE:

31 A. DUE DILIGENCE PERIOD: Buyer shall have 10 calendar days from Acceptance to complete Buyer's
32 Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due
33 Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not
34 delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number
35 of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this
36 period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation,
37 unless otherwise agreed herein, the FMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the
38 Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to
39 Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will
40 be deemed to have waived the right to cancel under this section.
41

42 B. PROPERTY INSPECTION/CONDITION: During the Due Diligence Period, Buyer shall take such
43 action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to,
44 whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise
45 affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or
46 hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, etc.) or any other
47 concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to have non-destructive
48 inspections of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa,
49 survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified
50 professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to
51 indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request
52 while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any
53 injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence
54 or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with
55 appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools, proximity and
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: SANTIAGO VARGAS BUYER(S) INITIALS: SU

Property Address: 5842 DEER VALLEY DR
LAS VEGAS, NV 89156 SELLER(S) INITIALS: /

1 adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection;
2 other governmental services; existing and proposed transportation; construction and development; noise or odor from any
3 source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report,
4 Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
5 number of the inspector.

6
7 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company
8 shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5)
9 business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be
10 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
11 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such
12 exception removed or to correct each such other matter as aforesaid, Buyer shall have the option to: (a) terminate this
13 Agreement by providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title
14 to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
15 Exceptions."

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

29
30 **14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, parking permits
31 (if freely transferable), gate transponders and garage door opener/controls outside of Escrow, upon COE. Seller agrees to
32 vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
33 COE -OR- _____ . In the event Seller does not vacate the Property by this time, Seller shall be
34 considered a trespasser and shall be liable to Buyer for the sum of \$ _____ per calendar day in addition to
35 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
36 considered abandoned by Seller.

37
38 **15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
39 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
40 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
41 to Buyer.

42
43 **16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
44 Buyer.

45
46 **17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
47 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
48 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
49 (unless otherwise provided herein).

50
51 **18. DEFAULT:**
52 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
53 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
54 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.
55

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /
5842 DEER VALLEY DR
Property Address: LAS VEGAS, NV 89156 SELLER(S) INITIALS: /
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1 B. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, Seller shall have one of
2 the following legal recourses against Buyer (check one only):

3 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties
4 agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate
5 of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
6 deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW
7 HOLDER to Buyer.

8 -OR-

9 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may suffer as a result of
10 Buyer's default including, but not limited to, commissions due, expenses incurred until the Property is sold to a
11 third party and the difference in the sales price.

12 C. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
13 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
14 damages incurred by Buyer due to Seller's default.
15

16 Instructions to Escrow

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

33 20. UNCLAIMED FUNDS: In the event that funds from this transaction remain in an account, held by ESCROW
34 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
35 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
36 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation.
37 ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the
38 funds are held by ESCROW HOLDER.
39

40 Brokers

41 21. BROKER FEES: Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
42 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum or
43 percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing
44 and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if
45 Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal
46 recourse against Seller for any commission due.
47

48 22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers
49 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations

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: SANTIAGO VARGAS BUYER(S) INITIALS: SU /

Property Address: 5842 DEER VALLEY DR
LAS VEGAS, NV 89156 SELLER(S) INITIALS: /

Rev. 6/09

1 or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to each condition of the Property, prior to COE.
2 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
3 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
4 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
5 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
6 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
7 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
8 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
9 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

10 Other Matters

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

35 24. DELIVERY, FACSIMILE, COPIES AND NOTICES:

36 A. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
37 Seller or Buyer if represented. This Agreement may be signed by the parties on more than one copy, which, when taken
38 together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

39 B. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
40 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
41 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
42 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.

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

46 26. **OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
47 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
48 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
49 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
50 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV

Property Address: 5842 DEER VALLEY DR
LAS VEGAS, NV 89156 SELLER(S) INITIALS: 1

Rev. 6/09

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Page 9 of 11

1 Agreement. Should any party here... retain counsel for the purpose of initiating ... action to enforce or prevent the breach of
2 any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing
3 party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by
4 such prevailing party.

5
6 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
7 the terms of this Agreement.

8
9 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
10 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

11
12 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
13 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
14 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
15 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
16 APPROPRIATE PROFESSIONAL.

17
18 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
19 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
20 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

21
22 27. ADDENDUM(S) ATTACHED: _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: KEEP THE PROPERTY IN GOOD CONDITION UNTIL COE. . . .
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV /
Property Address: 5843 DEER VALLEY DR SELLER(S) INITIALS: i
LAS VEGAS, NV 89156
Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 10 of 11

Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 1,000.00 evidenced by [] Cash, [] Cashier's Check, [] Personal Check, or [X] Other MONEY ORDER payable to YOUR CHOICE Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with [X] Escrow Holder, [] Buyer's Broker's Trust Account, - OR - [] Seller's Broker's Trust Account Date: 08/17/2011 Signed: CARMEN THOMAS Buyer's Agent.

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: [Signature] Buyer's Printed Name: SANTIAGO VARGAS Date: 08/17/2011 Time: [] AM [] PM

Seller must respond by: 5:00 [] AM [X] PM on (month) August, (day) 19, (year) 2011. 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.

Confirmation of Representation: The Buyer is represented in this transaction by: Buyer's Broker: JESUS ESPARSA Agent's Name: CARMEN THOMAS Company Name: CITY NATIONAL PROPERTIES Office Address: 3376 S. EASTERN AVE Phone: (702) 460-1480 Fax: (702) 7768948 Email: CTHOMAS5624@AOL.COM

Seller's Response

[] 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.

Seller's Signature: _____ Seller's Printed Name: _____ Date: _____ Time: [] AM [] PM

Confirmation of Representation: The Seller is represented in this transaction by: Seller's Broker: _____ Agent's Name: _____ Company Name: _____ Office Address: _____ Phone: _____ Fax: _____ Email: _____

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: SANTIAGO VARGAS BUYER(S) INITIALS: SV / Property Address: 5842 DEER VALLEY DR LAS VEGAS, NV 89156 SELLER(S) INITIALS: / Rev. 6/09 ©2009 Greater Las Vegas Association of REALTORS® Page 11 of 11

STATE OF TEXAS
COUNTY OF DALLAS

2011

2012

2013

2014

2015

2016

2017

2018

2019

2020

2021

2022

2023

2024

2025

EXHIBIT 46

AFFIDAVIT OF CARMEN THOMAS

State of Nevada

County of Clark

I, Carmen Thomas, hereby state the following under oath:

1. This affidavit is submitted to the Real Estate Division in response to a complaint made by Damon Caldwell, Case No. 2014-3746.
2. I represented the buyer, Manuel Cardenas, regarding the purchase of a property at 1350 Pecan Court, Las Vegas, NV 89142.
3. On May 25, 2014, Manuel Cardenas signed a Residential Purchase Agreement, offering to buy the property at 1350 Pecan Court, Las Vegas, NV 89142.
4. On May 28, 2014, Manuel Cardenas signed Addendum No. 1 to Purchase Agreement.
5. On June 2, 2014, Manuel Cardenas signed the Federal Home Loan Mortgage terms.
6. On June 3, 2014, I received by email from the seller's agent the Wiring Instructions (for sending payment of the earnest money deposit to the escrow account of the closing agent), the Contract Information and DocuSign Instructions, and the Contract Package.
7. On June 4, 2014, Manuel Cardenas came to my office. In his presence and with his authorization, I entered his electronic signature on the Contract Package from my office computer.
8. At that time, on June 4, 2014, I gave the Wiring Instructions to Manuel Cardenas so that he could wire the earnest money deposit to the escrow account for the closing agent.
9. The next day, on June 5, 2014, Manuel Cardenas wired the \$1,500.00 earnest money deposit directly to the escrow account for the closing agent, Castle Law Group, according to the Disbursements Summary from Castle Law Group.
10. In an unrelated transaction, Mr. Cardenas's wife, Leticia Santos, agreed to purchase some food carts.
11. My daughter, Karimy Maldonado, sold the food carts to Leticia Santos, on behalf of Orbis Financial Group.

Affidavit of Carmen Thomas
October 27, 2014

12. I am an owner and officer of Orbis Financial Group.
13. I received four (4) money orders in the amount of One Thousand Dollars (\$1,000.00) each, purchased by Manuel Cardenas, dated June 4, 2014, payable to Orbis Group. The \$4,000.00 payment was not related to the real estate transaction.
14. On June 5, 2014, I received the Addendum No. 1A to Purchase Agreement (signed acceptance by seller)
15. On July 16, 2014, Manuel Cardenas signed the Amendment - Real Estate Purchase Contract.
16. I am informed that Manuel Cardenas' loan application was approved.
17. The Disbursements Summary from Castle Law Group shows that, on July 24, 2014, Manuel Cardenas wired the down payment in the amount of Thirty One Thousand Four Hundred Eighty Two Dollars and 81/100ths (\$31,482.81) to the escrow account for the closing agent.
18. Manuel Cardenas did not tell me that he had paid the down payment and I did not know that he had paid the down payment until I recently received a copy of the Disbursements Summary.
19. On the same day that he wired the down payment, July 24, 2014, Manuel Cardenas came to my office and told me that he wanted to cancel the real estate contract.
20. At that time, Manuel Cardenas did not tell me that he had paid the down payment and I did not know that he had paid the down payment.
21. I told Manuel Cardenas that if he cancelled the real estate contract, he would lose part or all of his earnest money deposit.
22. At the request of Mr. Cardenas, I prepared an Authorization to Cancel Escrow / Disbursement of Earnest Money.
23. On July 24, 2014, Manuel Cardenas signed the Authorization to Cancel Escrow / Disbursement of Earnest Money.
24. When Manuel Cardenas told me that he wanted to cancel the real estate contract, we also agreed to cancel the sale of the cars to Mr. Cardenas. We went to the bank and I gave him \$4,000 in cash for a full refund of the money for the cars. Manuel Cardenas signed two (2) receipts for the \$4,000.

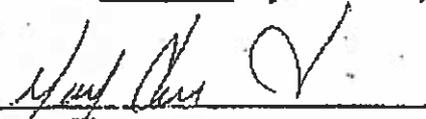
Affidavit of Carmen Thomas
October 27, 2014

25. On July 24, 2014, Manuel Cardenas signed a statement in Spanish terminating our relationship for both the real estate contract and the purchase of the cars.
26. Manuel Cardenas told me that he had consulted with another real estate agent, named Helena Garcia. Manuel Cardenas said that Helena Garcia told him that he could cancel the purchase, recover his entire earnest money deposit and, in addition, he could get compensation from me in the amount of Ten Thousand Dollars (\$10,000.00).
27. Leticia Santos (the wife of Manuel Cardenas) called me and told me that Helena Garcia told her that she and Manuel Cardenas were entitled to a compensation from me in the amount of Ten Thousand Dollars (\$10,000.00). She demanded that I pay them Ten Thousand Dollars (\$10,000.00).
28. Helena Garcia called me several times. She said that she was La Protectora and that she was calling on behalf of Manuel Cardenas. She demanded that I pay Ten Thousand Dollars (\$10,000.00) to Manuel Cardenas or she would make a complaint against me to the Real Estate Division.
29. I received communications from the seller's agent, the closing agent, and the lender that Manuel Cardenas had contacted them directly regarding the cancellation of the real estate contract.
30. On August 1, 2014, Manuel Cardenas signed a Release of Earnest Money.
31. On August 1, 2014, Manuel Cardenas signed Addendum C - Money to Seller.
32. The Disbursements Summary from Castle Law Group shows that the closing agent issued a refund check to Manuel Cardenas in the amount of Thirty One Thousand Nine Hundred Eighty Two Dollars and 81/100ths (\$31,982.81) on August 7, 2014.
33. Manuel Cardenas signed some documents with his initials MC. Manuel Cardenas signed other documents by signing his full name.
34. I did not commit any fraud in this matter.
35. I did not receive any money from Manuel Cardenas in relation to the real estate transaction.
36. I did not receive any money orders from Manuel Cardenas for appraisal or home inspection.

Affidavit of Carmen Thomas
October 27, 2014

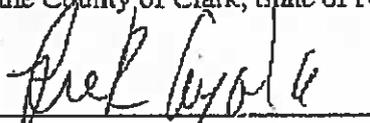
37. I agree that if requested by the Real Estate Division, I will voluntarily appear as a witness in any proceeding related to the above matter without the necessity of being served with a subpoena.

Dated this 27 day of October, 2014.



Carmen Thomas
2846 S. Tioga Way
Las Vegas, NV 89117

Subscribed and sworn before me this 27 day of October, 2014.
in the County of Clark, State of Nevada.



Signature of Notary

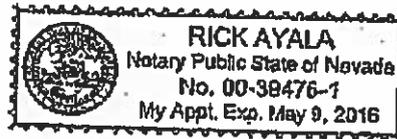


EXHIBIT 47

From: Damon Caldwell <DamonC@realtyonegroup.com>
 To: carment624 <carment624@aol.com>
 Subject: FW: FRAUD
 Date: Mon, Jan 20, 2014 10:51 am
 Attachments: jose_gaitan.pdf (26181K), JOSE_GAITAN_2.pdf (3554K)

Carmen, here is another email from Helena.

From: Matt Emerson
 Sent: Monday, January 20, 2014 8:42 AM
 To: Damon Caldwell
 Cc: Brian VanCleave
 Subject: FW: FRAUD

More from Helena



Matt Emerson | COO

REALTYONEGROUP

O: 949.468.5238

7545 Irvine Center Dr., Ste 250
 Irvine, California 92618
 RealtyOneGroup.com



Notice: This e-mail message, together with any attachments, contains information that may be confidential, proprietary, copyrighted and/or legally privileged, and is intended solely for the use of the individual or entity named on this message. If you are not the intended recipient, and have received this message in error, please immediately return this e-mail and then delete it.

From: Helena Garcia [mailto:helenaaprotectora@yahoo.com]
 Sent: Saturday, January 18, 2014 3:51 PM
 To: Matt Emerson
 Subject: FRAUD

Matt,

below I have attached the RPA & other documents. The only docs he signed were the RPA.. The other docs were forged! I have also attached the money orders that were made out to Orbis Entertainment and Orbis Financial Group. I have also included a print out from the Sec of State which shows that Orbis is registered to Carmen and her husband! This is "BLATANT FRAUD" and if Jose Gaitan is not reimbursed all the money he has lost which is \$3,825.00, I will have him file a police report charging Carmen Thomas with "obtaining monies under false pretenses!"

I will give Carmen until Fri-Jan 24, 2013 to reimburse Mr. Gaitan or I will help him file criminal charges at Metro against Carmen and whomever endorsed the money orders and file complaints at GLVAR & the Division against Carmen & Realty One!
Appreciate your help in this serious matter!

Helena "La Protectora" Garcia, Latinos En Accion

On Saturday, January 18, 2014 2:18 PM, Helena Garcia <helenaaprotectora@yahoo.com> wrote:

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>



FINANCIAL GROUP

Account Name		Balance	
Account ID	Description	Current	Previous
1001	Checking	1234.56	1234.56
1002	Savings	5678.90	5678.90
1003	Investment	9012.34	9012.34
1004	Retirement	3456.78	3456.78
1005	Other	7890.12	7890.12
Total		30000.00	30000.00

EXHIBIT 48



ORBIS FINANCIAL GROUP

[New Search](#)
 [Manage this Business \(businessSearch/manage?businessEntityNumber=C21085.2002\)](#)
 [Calculate Fees](#)
 [Print 0](#)

Business Entity Information	
Status:	Active
Type:	Domestic Corporation
Qualifying State:	NV
Managed By:	
Foreign Home:	
NV Business ID:	NV20021431947
File Date:	08/24/2002
Entity Number:	C21085.2002
List of Officers Cited:	05/30/2014
Expire Gen Desc:	
Gen Admin Hold:	No
Business License Exp:	06/20/2014

Additional Information	
	Central Index Key

Registered Agent Information	
Name:	ANDREW THOMAS
Address 1:	054 E. SAMARA AVE
City:	LAS VEGAS
State:	NV
Zip Code:	89134
Phone:	
Fax:	
Mailing Address 1:	
Mailing Address 2:	
Mailing City:	
Mailing State:	
Mailing Zip Code:	
Agent Type:	Noncommercial Registered Agent

[View all business entities under this registered agent \(\)](#)

Financial Information	
No. Per. Share Court:	0
Capital Amount:	\$ 1,000.00
Per Share Court:	100.00
Per Share Value:	\$ 10.00

Officers	
<input type="checkbox"/> Include inactive Officers	
President - CARMEN THOMAS	
Address 1:	2848 TROGA WAY
Address 2:	
City:	LAS VEGAS
State:	NV
Zip Code:	89137
Country:	USA
Status:	Active
Email:	
Secretary - CARMEN THOMAS	
Address 1:	2848 TROGA WAY
Address 2:	
City:	LAS VEGAS
State:	NV
Zip Code:	89137
Country:	USA
Status:	Active
Email:	
Treasurer - CARMEN THOMAS	
Address 1:	2848 TROGA WAY
Address 2:	
City:	LAS VEGAS
State:	NV
Zip Code:	89137
Country:	USA
Status:	Active
Email:	
Director - CARMEN THOMAS	
Address 1:	2848 TROGA WAY
Address 2:	

City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	USA
Status:	Active	Email:	
Actions/Amendments Click here to view 13 actions/amendments associated with this company ()			
Disclaimer ()			

AFFIDAVIT OF CARMEN THOMAS

State of Nevada

County of Clark

I, Carmen Thomas, hereby state the following under oath:

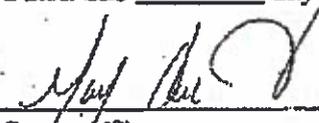
1. This affidavit is submitted to the Real Estate Division in response to a complaint made by Jose Gaitan, Case No. RES14-01-108-446.
2. I represented the seller, Raul Luis Catardi, and the buyer, Jose Gaitan, regarding the sale and purchase of a property at 3982 Chasing Heart Way, Las Vegas, NV 89115.
3. On June 1, 2013, Jose Gaitan signed a Residential Purchase Agreement, offering to buy the property at 3982 Chasing Heart Way, Las Vegas, NV 89115.
4. On June 1, 2013, Jose Gaitan signed a Duties Owed by a Nevada Real Estate Licensee.
5. On June 1, 2013, both the seller, Raul Luis Catardi, and the buyer, Jose Gaitan, signed a Consent to Act as an agent for both the seller and buyer.
6. On June 1, 2013, the seller, Raul Luis Catardi, signed an acceptance of the offer.
7. Jose Gaitan made an earnest money deposit in the amount of \$1,000.00, in accordance with the Residential Purchase Agreement.
8. Nations Title issued a receipt for the \$1,000 earnest money deposit.
7. On June 25, 2013, both the seller, Raul Luis Catardi, and the buyer, Jose Gaitan, signed an Addendum No. 1 to Purchase Agreement, regarding the sales price.
8. On July 9, 2013, both the seller, Raul Luis Catardi, and the buyer, Jose Gaitan, signed an Addendum No. 2 to Purchase Agreement, regarding the correct spelling of Jose Gaitan's name and the close of escrow date.
9. Jose Gaitan paid \$425.00 to Home Base AMC for the property appraisal.
10. The seller cancelled the sale.
11. On January 6, 2014, both the seller, Raul Luis Catardi, and the buyer, Jose Gaitan, signed Cancellation Instructions.
12. Nations Title Company issued a check payable to Jose A. Gaitan in the amount of \$1,000.00 for refund of the earnest money deposit.

AFFIDAVIT OF CARMEN THOMAS

Page 2

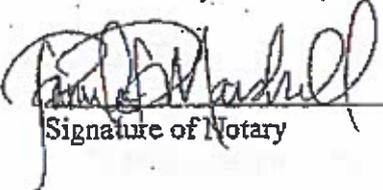
13. In a separate transaction which is unrelated to the real estate transaction, Jose Gaitan invested \$2,400.00 in a soccer game promotion sponsored by Orbis Entertainment Group and Orbis Financial Group.
14. I am a principal in Orbis Entertainment Group and Orbis Financial Group.
15. On May 30, 2013, Jose Gaitan signed an agreement ("Carta Acuerdo" in Spanish) between Orbis Entertainment Group and Jose A. Gaitan for an investment in the soccer promotion. This related to the soccer promotion only.
16. On June 1, 2013, Jose Gaitan gave money orders in the amounts of \$1,000, \$1000, and \$400 (total \$2,400.00) to Orbis Entertainment Group and / or Orbis Financial Group. This \$2,400.00 was for the soccer promotion only and was not related to the real estate transaction.
17. On December 13, 2013, Jose Gaitan signed a Release of Liability, acknowledging that the money deposited with Orbis Financial Group was not related to any real estate transaction.
18. On January 25, 2014, Orbis Entertainment Group refunded \$2,000.00 to Jose Gaitan, in the form of two money orders in amounts of \$1,000.00 each payable to Jose Gaytan.
19. I agree that if requested by the Real Estate Division, I will voluntarily appear as a witness in any proceeding related to the above matter without the necessity of being served with a subpoena.

Dated this 11 day of February, 2014.

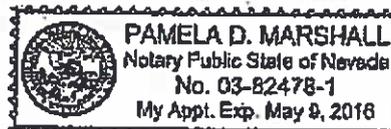


Carmen Thomas
2846 S. Tioga Way
Las Vegas, NV 89117

Subscribed and sworn before me this 11 day of February, 2014.
in the County of Clark, State of Nevada.



Signature of Notary



Receipt for Funds

Settlement Agent Name: Fidelity National Title Agency of Nevada, Inc.
 File/Escrow Number: FT100034448
 Settlement Date: 1/17/2011
 Client/Matter: Santiago Vargas
 Ledger Comment:
 Property Address: 5780 Cloverleaf Circle/Las Vegas NV

Trust Accounting Date: 12/22/2010
 Trust Account Code: FLVBA
 Trust Account Bank Name: FLVBA
 Trust Account Number: 1235398233

Transaction Date: 12/22/2010
 Reference Number: 2010D1630
 Deposit Number:
 Received From: Santiago Vargas Amount: \$ 1,000.00

Funds Applied Towards: Buyer
 Type of Funds Received: Money Ord
 From Check Number: 7510
 Account Number: 40142292475104
 Bank Drawn On: Western Union
 ABA Routing Number:

Memo: earnest money

Received the above funds:

12-22-10


 Fidelity National Title Agency of Nevada, Inc.

Date

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent setup an interest bearing account.
2. The charge to set up and service the interest bearing account is \$.
3. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a sixty day period at an interest of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Institution - Interest Bearing Account", complete the form and return it to your escrow officer.

WESTERN UNION MONEY ORDER

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER
 Englewood, Colorado

14-229247510

\$1000.00

PAY EXACTLY ONE THOUSAND DOLLARS TO THE ORDER OF

PAYMENT FOR A/CCT.

40142292475104

Receipt for Funds

Settlement Agent Name: Fidelity National Title Agency of Nevada, Inc.
File/Escrow Number: FT100034448
Settlement Date: 1/17/2011
Client/Matter: Santiago Vargas
Ledger Comment:
Property Address: 5780 Cloverleaf Circle/Las Vegas NV

Trust Accounting Date: 12/22/2010
Trust Account Code: FLVBA
Trust Account Bank Name: FLVBA
Trust Account Number: [REDACTED] 253

Transaction Date: 12/22/2010
Reference Number: 201001630
Deposit Number:
Received From: Santiago Vargas

Funds Applied Towards: Buyer
Type of Funds Received: Money Ord
From Check Number: 7510
Account Number: [REDACTED] 104
Bank Drawn On: Western Union
ABA Routing Number:

Memo: earnest money

*Earnest money deposit
for 5780 Cloverleaf Cir
- NOT purchased by me*

Received the above funds:

12-22-10

Date



Fidelity National Title Agency of Nevada, Inc.

The parties to this escrow acknowledge that the maintenance of escrow accounts with certain depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent setup an interest bearing account.
2. The charge to set up and service the interest bearing account is \$ _____.
3. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a thirty day period at an interest of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow office.

WESTERN UNION MONEY ORDER	WESTERN UNION FINANCIAL SERVICES INC. - ISSUER Englewood, Colorado
16-3448	14-229247510
A 717601 D 221410	\$ 1000.00
T 1611 05	
142292475104 L 000013	
PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS	PAYMENT FOR ACCT. #
PAY TO THE ORDER OF <u>Fidelity National Title</u>	<u>SU</u>
<u>5780 Cloverleaf Circle</u>	

3PM
J.L.M.H.

⑆02800400⑆ 4064 2292475604⑈

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