



**COMMERCIAL/INVESTMENT PROPERTY PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**



Date Prepared: 03/11/21

1 RECEIVED from 3729, LLC and/or assigns ("BUYER"),
 2 the sum of \$ 100,000.00 evidenced by Cash Check other _____,
 3 on account of the PURCHASE PRICE of \$ 3,000,000.00 ("Purchase Price") for that certain land,
 4 improvements, and personal property, if any, situated in the City, Unincorporated Area of Incline Village,
 5 County of Washoe, State of Nevada, and more particularly described as follows:
 6 Address: 771 Southwood Blvd. Incline Village NV 89451
 7 consisting of approximately 49,056 square feet of building(s) on approximately 279,220 square feet of land,
 8 APN(s) 132-201-02
 9 (Property) upon following TERMS and CONDITIONS:

10
 11 **1. PURCHASE TERMS**

12 **1.1 EARNEST MONEY DEPOSIT** \$ 100,000.00
 13 To be deposited *within one (1) business day* from Acceptance with Escrow Holder.
 14 Initial earnest money deposit shall be deposited by BUYER, Other _____

15 **1.2 ADDITIONAL EARNEST MONEY DEPOSIT:** \$ _____
 16 Additional Earnest Money Deposit shall be increased
 17 Within _____ days from Acceptance, OR
 18 upon removal of all contingencies in writing, OR
 19 other _____

20 Additional earnest money deposit to be deposited with Escrow Holder and applied to the Purchase Price
 21 at Close of Escrow.

22 **1.3 BALANCE OF CASH PAYMENT** \$ _____
 23 **1.4 EXISTING FINANCING** \$ 2,900,000.00

24 Existing First Note, terms and conditions as specified. \$ _____
 25 Existing Second Note, terms and conditions as specified. \$ _____
 26 Buyer shall take the title to the Property pursuant to the attached *Existing Financing Addendum*. \$ _____

27 **1.5 SELLER FINANCING** \$ _____
 28 Terms and conditions as specified.
 29 BUYER shall give SELLER a deed of trust (Purchase Money Deed of Trust) on the Property, to secure
 30 The promissory note of BUYER to SELLER pursuant to the *Seller Financing Addendum (Commercial)*. \$ _____

31 **1.6 NEW LOAN** \$ _____
 32 Contingent upon the terms and conditions as specified. This offer is contingent upon BUYER
 33 obtaining a new loan. In the event BUYER is obtaining a New Loan, and in the event the amount
 34 of the New Loan obtained is greater than the amount set forth and the excess is paid to SELLER,
 35 the Purchase Money Note, if one is called for in this transaction, shall be reduced by the excess of
 36 the actual face amount of the New Loan over such amount as designated. BUYER agrees to diligently
 37 pursue obtaining the new loan. BUYER shall, **within** _____ days from Acceptance
 38 deliver to SELLER a commitment letter from lender of BUYER's choice. If BUYER fails to deliver
 39 the commitment letter to SELLER and Escrow Holder, in writing within the above time frame,
 40 this Agreement shall be terminated and BUYER shall be entitled to the prompt return of BUYER's
 41 Earnest Money Deposit and any other funds deposited by or for BUYER with Escrow Holder or
 42 SELLER, plus any interest earned, less only Escrow Holder and Title Company cancellation fees
 43 and costs, which BUYER shall pay.

44 **1.7 TOTAL PURCHASE PRICE** \$ 3,000,000.00
 45 Any net difference between the approximate balances of encumbrances (not including closing costs)
 46 shown above which are to be assumed or taken subject to, and the actual balances of the encumbrances
 47 at Close of Escrow, shall be adjusted in cash.
 48

49 Nevada is a Good Funds State pursuant to Amended Section 1 of the 645 NRS Statute. In order to comply and close your
 50 transaction timely escrow company will require all closing funds to be tendered to escrow by electronic wire transfer.
 Property Address 771 Southwood Blvd. Incline Village NV 89451

Buyer [Signature] / _____ and Seller [_____] / _____ have read this page.
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1 **DEFINITIONS** (unless stated otherwise in this document)

2 **BROKER OR LICENSEE** includes cooperating Brokers, and Licensees. **DAYS** means calendar days unless otherwise
3 specified. If the (a) stated Close of Escrow date or (b) last day for the performance of an act falls upon a day during which
4 normal business is not performed then the Close of Escrow date or such last day, will be the next following regular business
5 day. **ACCEPTANCE (DATE FROM ACCEPTANCE)** means the date **SELLER** accepts the offer or counter offer is
6 accepted by both **BUYER** and **SELLER**. **DELIVERY** or **RECEIPT** shall mean personal delivery, transmission by facsimile
7 (fax), electronic delivery, or certified mail to **BUYER**, **SELLER**, **BROKER** or their representative. In the event of fax
8 transmission, delivery shall be deemed to have occurred at the time noted on the confirmation sheet generated by the sender's
9 fax. In the event of the use of certified mail, delivery and receipt shall be deemed to have occurred three days following the
10 date of mailing, evidenced by the postmark on the envelope containing the delivered material. In the event of electronic
11 delivery, delivery and receipt shall be deemed to have occurred as set forth in Nevada Revised Statutes 719.320. **CLOSE OF**
12 **ESCROW (CLOSING, COE)** means the date title is transferred. The **SINGULAR** includes the plural. **MASCULINE**
13 includes the feminine. **TERMINATING THE AGREEMENT** means that both **BUYER** and **SELLER** are relieved of their
14 obligations. **PROPERTY**, unless the context indicates otherwise, means all easements, appurtenant rights, and all
15 improvements, including all buildings and any appurtenant rights, all other improvements, all personal property owned by
16 **SELLER** and used in the operation or maintenance and management of the real property, and all contract or lease rights,
17 agreements, water rights (unless specifically stated otherwise within this Agreement), mineral rights, utility contracts or other
18 rights relating to the ownership, use and operation of the real property, governmental permits, approvals and licenses, if any
19 and all intangible property rights used in connection with the land and the improvements thereon without limitation, all trade
20 names and trade marks, including the name of the real property, the plans and specifications and other architectural and
21 engineering drawings for the improvements, if any, and warranties, if any. **CC&Rs** (Covenants, Conditions, and
22 Restrictions) means private deed restrictions placed on the property. **PROPERTY OWNERS' ASSOCIATION** is an
23 association of people who own property in a given area, formed for the purpose of improving or maintaining the area.
24 **ASSIGNEE** when used as and/or with **BUYER's** name, shall allow **BUYER** to assign its interest without the consent of
25 **SELLER**. **DATE PREPARED** is for reference only. **N/A** signifies Not Applicable. **Buyer** or **Seller** (**BUYER** or **SELLER**)
26 and other defined words, when first letter is capitalized in this agreement, is the same as the whole word being capitalized.
27

28 **COUNTERPARTS AND SIGNATURES** **BUYER** and **SELLER** acknowledge and agree this Agreement may be executed
29 in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one
30 and the same instruments. **BUYER** and **SELLER** agree that this transaction may be conducted by electronic means, and that
31 signatures transmitted by electronic delivery shall be acceptable for all purposes under this Agreement. Signatures transmitted
32 by electronic delivery shall be accepted as original signatures.
33

34 **2. ESCROW AND CLOSE OF ESCROW** Close of Escrow will be 120 days from Acceptance.
35 On or before 2 days prior to Close of Escrow, **BUYER** and **SELLER** shall deposit with an authorized Escrow
36 Holder, to be selected by **BUYER**, **SELLER**, all funds and instruments necessary to complete the sale in accordance
37 with the terms of this Agreement. **BUYER** and **SELLER** shall open an escrow with First Centennial Title
38 ("**Escrow Holder**"), Danielle Rojas ("**Escrow Officer**").
39 Escrow Fee to be paid by **BUYER**, **SELLER**, 50 % by **BUYER** and 50 % by **SELLER**.
40 Property Transfer Tax to be paid by **BUYER**, **SELLER**, 50 % by **BUYER** and 50 % by **SELLER**.
41 Premium for a standard coverage owner's or joint protection policy of title insurance shall be paid by **BUYER**,
42 **SELLER**, _____ % by **BUYER** and _____ % by **SELLER**.

43 All remaining closing costs shall be paid in customary manner and/or as required by law, ordinance and/or regulation.
44 **2.1** Escrow Holder is authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law,
45 custom and practice of the community in which the Property is located, including any reporting requirements of the Internal
46 Revenue Code.

47 **2.2** This Agreement shall serve as Escrow Instructions.

48 **2.3** If this transaction is terminated for non-satisfaction or non-waiver of **BUYER's** Contingency, neither **BUYER** nor
49 **SELLER** shall have any liability to the other under this Agreement, except to the extent of the breach of any covenant or
50 warranty in this Agreement that may have been involved. In the event of such termination, **SELLER** shall promptly refund all
51 funds deposited by or on behalf of **BUYER** with a Broker, Escrow Holder or **SELLER**, less only Title Company and Escrow
52 Holder cancellation fees and costs, all of which shall be **BUYER's** obligation.

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Buyer [A / _____] and Seller [_____ / _____] have read this page.
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1 2.4 Close of Escrow shall occur on the expected Close of Escrow Date; provided however, that if the Close of Escrow
2 does not occur by the expected Close of Escrow date and the expected Close of Escrow date is not extended by mutual
3 instructions of BUYER and SELLER, a Party not then in default under this Agreement may notify the other Party, Escrow
4 Holder, and Broker, in writing that, unless Close of Escrow occurs within five (5) days following the notice, the Escrow and
5 this Agreement shall be deemed terminated without further notice or instructions.

6 2.5 If this Agreement and Escrow is terminated, Escrow Holder shall return all monies and documents, less only Escrow
7 Holder's reasonable fees and expenses, to the party who deposited them unless stated otherwise in this Agreement. However,
8 no refunds or documents shall be returned to a party claimed by written notice to Escrow Holder to be in default under this
9 Agreement.

10 2.6 BUYER and SELLER shall each, diligently and in good faith, undertake all actions and procedures reasonably
11 required to place the Escrow in condition for Close of Escrow as and when required by this Agreement. BUYER and
12 SELLER agree to provide all further information, and to execute and deliver all further documents and instruments,
13 reasonably required by Escrow Holder or the Title Company.
14

15 3. EVIDENCE OF TITLE On the date of Close of Escrow, Escrow Holder shall issue title insurance, to be in the form
16 of a CLTA (ALTA Standard Policy) or ALTA Extended Policy of Title Insurance, insuring BUYER's title to the
17 Property in an amount equal to the full purchase price. The title policy shall insure that BUYER has good and marketable
18 title to the Property subject only to the exceptions authorized. In the event of Seller Financing, the policy of title insurance
19 shall be a joint protection policy insuring both BUYER and SELLER.

20 Note: BUYER should discuss the choice of policy with the title company of BUYER's choice at the time escrow is
21 opened. BUYER is aware that additional coverage policies are available. All cost associated with additional coverage policy
22 to be paid by BUYER, SELLER, split _____% by BUYER and _____% by SELLER.

23 3.1 As soon as reasonably possible following opening of Escrow, but not to exceed 10 days from Acceptance,
24 SELLER, at SELLER's expense, shall furnish to BUYER a Preliminary Report on the Property (Report). BUYER shall have
25 5 days of Acceptance to notify SELLER and Escrow Holder in writing of BUYER's reasonable disapproval of any
26 exceptions. Failure of BUYER to disapprove in writing any exceptions within the time period shall be deemed to be an
27 approval of the Report.

28 In the event BUYER disapproves any exception in the Report, and notifies SELLER in writing within the time period,
29 SELLER shall use due diligence to remove such exceptions at SELLER's expense.

30 SELLER shall have 10 days from Acceptance to remove the exceptions. But if such exceptions cannot be removed, or
31 SELLER refuses to remove or correct the exceptions, by this date, all rights and obligations herein may, at the election of
32 BUYER, terminate and deposit shall be returned to BUYER, unless BUYER elects to purchase the Property subject to such
33 exceptions.

34 3.2 The manner of taking title may have significant legal and tax consequences. BUYER should obtain advice from legal
35 or tax counsel regarding this matter. Title shall vest as designated by BUYER.

36 3.3 BUYER shall take title to the Property subject to: (1) Real Estate Taxes not yet due and (2) Covenants, Conditions,
37 Restrictions, rights of way, and easements of record.
38

39 4. PHYSICAL POSSESSION Physical possession shall be delivered to BUYER upon recordation of the deed or
40 other: _____ subject to the rights of tenants under
41 existing leases.
42

43 5. FIXTURES All items permanently attached to the property, including but not limited to, those items deemed fixtures
44 under state law, such as electrical distribution systems, space heaters, air conditioning equipment, carpets, stair runners,
45 window coverings (blinds, drapes, screens, shades and hardware), wall coverings, combination doors, solar systems, direct-
46 wired systems, burglar and fire alarm systems (unless leased), fire and smoke alarms, outdoor plants and trees (other than in
47 movable containers), are included in the purchase price free of liens, excluding:
48

49 _____
50 _____
51 _____
52 _____
53 _____
54 _____

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1 **6. CONTINGENCIES TO CLOSE OF ESCROW**

2 Note: Close of Escrow is contingent upon the satisfaction or waiver of the following contingencies. All contingencies not
3 accepted, waived, or rejected in writing within the allotted time shall be deemed waived by BUYER, unless stated
4 otherwise.

5
6 **BUYER Included**

7 [/] **6.1 SOIL INSPECTION** Within 7 days from Acceptance, a soil report shall be
8 ordered and directed by BUYER, SELLER, and paid by BUYER, SELLER. BUYER shall deliver to SELLER
9 written approval or disapproval of soil report, within days from Acceptance. SELLER shall promptly provide to
10 BUYER copies of any existing soil reports that SELLER may have in its possession.

11
12 **BUYER Included**

13 [/] **6.2 SURVEY (Initial Option "A" or "B")**

14 (A) [/] BUYER shall provide written approval or disapproval, within days from Acceptance
15 of the supporting documents of an ALTA title supplement based upon a survey prepared to American Land Title Association
16 (ALTA) standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the
17 Property, any easements of record, and any improvements, poles, structures and things located within ten (10) feet either
18 side of the Property boundary lines. The survey shall be ordered and directed by BUYER, SELLER, and paid by
19 BUYER, SELLER. BUYER may elect within the period allowed for BUYER's approval of a survey to have an ALTA
20 extended coverage owner's form of title policy, in which event BUYER shall pay any additional premium attributable
21 thereto.

22 **OR**

23 (B) [/] Corners Marked. The marking of the Property corners shall be ordered and directed by
24 BUYER, SELLER, and paid by BUYER, SELLER.

25
26 **BUYER Included**

27 [/] **6.3 INVESTIGATION AND APPROVAL OF COMMON-INTEREST PROPERTIES** SELLER
28 shall deliver to BUYER the Covenants, Conditions and Restrictions (CC&Rs), common-interest property regulations,
29 Property Owners' Association regulations, management company name and contact information, and any other documents
30 having a material effect on the Property to BUYER within days from Acceptance. BUYER shall have
31 days from Acceptance to investigate the status and regulations of any common-interest property regulations, CC&Rs,
32 Property Owners' Association regulations, and any other related documents, and to notify SELLER and Escrow Holder in
33 writing of BUYER's reasonable disapproval of same.

34 **6.3A OWNERS' ASSOCIATION DISCLOSURE** At time of Acceptance, SELLER shall
35 deliver to BUYER an Addendum to Purchase Agreement for Common-Interest Properties, which by this reference shall be
36 incorporated into this Agreement. Association transfer fee of \$ to be paid by BUYER, SELLER. The
37 amount of any delinquent assessments including penalties, attorney's fees, and other charges provided for in the management
38 documents shall be paid current by SELLER at Close of Escrow.

39
40 **BUYER Included**

41 [/] **6.4 ENVIRONMENTAL CONDITIONS** Within 7 days from Acceptance, an
42 environmental report (Phase 1 report) will be ordered and directed by BUYER, SELLER, and paid by BUYER,
43 SELLER. BUYER shall deliver written approval or disapproval, within 3 days from Acceptance, of the
44 environmental report concerning the Property and relevant adjoining properties. An "Environmental" and/or "Hazardous"
45 condition for purposes of this Agreement is defined as any condition whose nature and/or quantity of existence, use,
46 manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal
47 as potentially injurious to public health or welfare. The location of a Hazardous condition for purposes of this Agreement is
48 defined as the existence on, under, or adjacent to the Property of an environmental condition that would require remediation
49 and/or removal under applicable Federal, state, or local law.

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1 BUYER and SELLER should seek the advice of independent experts experienced in conducting environmental site
2 assessments regarding appropriate investigation of and the potential presence and/or effect of toxic, hazardous substances,
3 noxious weeds, or other environmental conditions on real property and any improvements to be purchased. BUYER and
4 SELLER acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of
5 real property for the investigation and remediation of an environmental condition. The determination of the existence of an
6 environmental condition and the evaluation of the impact of such a condition are highly technical and require the advice and
7 expertise of legal or technical specialists who have proven experience with environmental site assessments. BUYER and
8 SELLER acknowledge and agree that they have been advised by the Licensees to consult with technical and legal experts
9 with respect to the possible environmental condition aspects of the Property or adjoining properties, and BUYER and
10 SELLER are not relying upon any investigation by or statement of the Licensees with respect thereto. Licensee has not
11 offered any information regarding, and Licensee shall have no liability whatsoever with respect to any environmental
12 conditions. BUYER and SELLER hereby release and shall hold Licensee harmless for or related to environmental conditions
13 affecting the Property or BUYER's respective interests herein.
14 BUYER and SELLER assume all responsibility for the impact of such environmental conditions upon their respective
15 interests herein.
16 BUYER is encouraged to make "All Appropriate Inquiries" as required under the Comprehensive Environmental Response,
17 Compensation, and Liability Act of 1980 (CERCLA) (42 USC §§9601 et. seq.) and regulations promulgated pursuant
18 thereto. Such Appropriate Inquires must include, but not be limited to, obtaining a Phase 1 Environmental Site Assessment
19 (ESA) pursuant to the American Society for Testing and Materials "Standards Practice for Environmental Site Assessments:
20 Phase 1 Environmental Site Assessment Process" (Standard E1527-05). Failure to conduct All Appropriate Inquiries as
21 required under CERCLA may result in BUYER being unable to assert the "Bona Fide Prospective Purchaser" or "Innocent
22 Landowner" defense under CERCLA or companion state statutes. BUYER is advised to consult an attorney for further
23 information.

24
25 **BUYER Included**
26 [_____/_____] **6.5 INCOME AND EXPENSE STATEMENT** SELLER shall, within _____ days from
27 Acceptance, deliver to BUYER a true and complete statement of income and expenses of the Property for the prior _____
28 year(s) and year to date for BUYER's approval within _____ days from Acceptance. BUYER's obligations are
29 conditioned upon approval of the statement. BUYER shall be deemed to have approved the statement unless written notice to
30 the contrary is delivered to SELLER or SELLER's Licensee within the time period, in which case, BUYER may cancel this
31 Agreement and BUYER shall be entitled to return of the deposit less expenses, and both BUYER and SELLER shall be
32 relieved of all obligations.

33
34 **BUYER Included**
35 [_____/_____] **6.6 EXISTING LEASES** Within _____ days from Acceptance, SELLER shall deliver to
36 BUYER, for BUYER's approval, legible copies of all existing leases, subleases and rental agreements for the Property, as
37 well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements, incurred defaults by
38 SELLER or tenants, claims made by or to tenants, and a statement of all tenants' deposits held by SELLER, all of which
39 SELLER warrants to be true and complete. BUYER's obligations under this Agreement are conditioned upon approval of
40 existing leases. BUYER shall be deemed to have approved the documents unless written notice to the contrary is delivered to
41 SELLER or SELLER's Licensee within _____ days from Acceptance, in which case BUYER shall be entitled to return
42 of the deposit less any expenses, and both BUYER and SELLER shall be relieved of all obligations.

43
44 **BUYER Included**
45 [_____/_____] **6.7 ESTOPPEL CERTIFICATE(S)** SELLER shall deliver to BUYER and Escrow Holder
46 within _____ days an Estoppel Certificate(s), as provided by BUYER, executed by each tenant of the Property.

47
48 **BUYER Included**
49 [_____/_____] **6.8 APPRAISAL** Appraisal fee to be paid by BUYER, SELLER. It is expressly agreed
50 that, notwithstanding any other provisions of this Agreement, BUYER shall not be obligated to complete the purchase of the
51 Property described in this Agreement or to incur any penalty by forfeiture of earnest money deposits if the appraised value of
52 the Property, excluding closing costs, is less than the amount specified as the Purchase Price. BUYER shall, however, have
53 the option of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation.
54 Appraisal report shall be completed within _____ days from Acceptance.

Property Address **771 Southwood Blvd. Incline Village NV 89451**

1 BUYER Included

2 [/] 6.9 EXISTING CONTRACTS AND AGREEMENTS Copies or written descriptions of all
3 existing written contracts and oral contracts and/or agreements by SELLER regarding the Property shall be provided to
4 BUYER by SELLER within 3 days from Acceptance. BUYER shall have 5 days from Acceptance of the
5 contracts and agreements to accept or reject the same.

6 BUYER Included

7 [/] 6.10 PRIOR INSPECTIONS SELLER shall within 3 days from Acceptance, provide
8 BUYER with copies of all prior inspections and reports (for information purposes only) in the possession of or readily
9 available to SELLER, if any.

10

11 BUYER Included

12 [/] 6.11 COMMERCIAL DISCLOSURE/ENVIRONMENTAL SELLER shall deliver to
13 BUYER within 3 days from Acceptance the completed Commercial Disclosure/Environmental Form.

14

15 BUYER Included

16 [/] 6.12 WALKTHROUGH INSPECTION BUYER will have the right to conduct a walkthrough
17 inspection of the property within 5 days prior to Close of Escrow, to verify SELLER's compliance with the
18 provisions within this Agreement. Utilities are to remain turned on until Close of Escrow.

19

20 BUYER Included

21 [/] 6.13 FEASIBILITY PERIOD AND ADDITIONAL INSPECTIONS Unless stated
22 otherwise, BUYER shall, at BUYER's expense, have the right to order any and all inspections BUYER deems necessary, to
23 be completed by experts, including but not limited to, engineers, geologists, architects, contractors, surveyors, and structural
24 pest control operators to inspect the Property for any structural and non-structural conditions, including matters concerning,
25 but not limited to, roofing, electrical, plumbing, heating, cooling, appliances, utility expenses, boundaries, structural
26 inspection reports, roof inspection, Phase I Environmental Report on Hazardous Wastes and Materials, A.D.A. (Americans
27 with Disabilities Act) Report, asbestos testing report, lead based paint report, radon report, mold inspection, wood stove
28 inspection, flood hazard zone, seismology report and/or earthquake fault information, electromagnetic field report, water
29 quality/quantity report, and septic systems inspection.

30 During the feasibility period, BUYER shall investigate and obtain all necessary approvals and permits from governmental
31 agencies or departments which have or may have jurisdiction over the Property which BUYER deems necessary or desirable
32 in connection with the intended use of the Property including, but not limited to: permits, approvals required with respect to
33 zoning, planning, building and safety, fire, law enforcement, handicapped access, transportation and environmental matters.
34 BUYER's failure to deliver to Escrow Holder and SELLER written notice terminating this Agreement prior to the expiration
35 of the time period as a result of BUYER's failure to obtain such approvals and permits shall be conclusively deemed to be
36 BUYER's waiver of this condition to BUYER's obligations under this Agreement.

37 Reports shall be approved, rejected, or waived by BUYER 90 days from Acceptance.

38 BUYER shall furnish SELLER and SELLER's Licensee, at no cost to SELLER, copies of inspections and reports obtained,
39 along with list(s) itemizing all repairs requested by BUYER as indicated by inspections and reports within 5 days
40 from Acceptance. SELLER agrees to pay an amount NOT to exceed the total sum of \$ 0.00 for
41 all repair conditions indicated in the reports, and any defect discovered or defect which has become worse than was originally
42 indicated.

43 Any needed repairs, remediation, or corrective action identified by the reports in excess of the above stated dollar amount
44 shall be at BUYER's expense. However, if repair expenses are considered excessive by BUYER, BUYER may terminate this
45 Agreement at BUYER's discretion unless SELLER agrees to repairs, at SELLER's expense, by written addendum to this
46 Agreement.

47 If not completed by Close of Escrow, funds shall be held in Escrow, unless otherwise disallowed by Lender, and disbursed
48 by Escrow Holder upon mutual agreement of BUYER and SELLER.

49 Any certification or other proof of completion of repairs shall be delivered to the Licensees of BUYER and SELLER

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1 BUYER Included

2 [_____/_____] 6.14 SALE OF BUYER'S PROPERTY AS SELLERS CONTINGENCY TO CLOSE OF
3 ESCROW

4 (A) Close of Escrow of this Agreement is subject to the sale and conveyance of "BUYER's Property" described as:
5 (Address/Name) _____

6 within the time specified for Close of Escrow of SELLER's property. (B) SELLER shall have the right to continue to offer
7 the Property for sale and to accept offers subject to the rights of BUYER. Should SELLER accept such an offer, BUYER
8 shall be given written notice of such acceptance. In the event BUYER will not waive this condition in writing within
9 _____ days of receipt of such notice, this Agreement shall be terminated and all deposits be returned to BUYER and
10 Escrow cancelled. Notice may be personally delivered or mailed by certified mail and addressed to BUYER, care of
11 BUYER's Licensee identified herein.

12
13 All of the contingencies specified in the above subparagraphs are for the benefit of, and may be waived by BUYER,
14 and may be referred to as "BUYER Contingencies" in this Agreement.
15

16 7. PROBATE/CONSERVATORSHIP SALE In the event that this sale is subject to Probate/Conservatorship sale,
17 BUYER is aware of the following: (a) Court Approval; (b) Competitive Bidding; (c) "As Is, Where Is, Current Condition".
18 Should the sale be a Probate/Conservatorship sale, SELLER shall furnish to BUYER within _____ days from
19 Acceptance, all required court documents regarding the sale.
20

21 8. REPRESENTATION AND WARRANTIES OF SELLER

22 8.1 SELLER'S WARRANTIES AND REPRESENTATIONS SELLER's warranties and representations shall
23 survive the Close of Escrow and delivery of the deed and, unless otherwise noted in this Agreement, are true, material and
24 relied upon by BUYER and Licensee in all respects, both as of the Date of Agreement, and as of the date of Close of
25 Escrow. SELLER makes the following warranties and representations to BUYER and Licensee.

26 (a) Authority of SELLER SELLER is the owner of the Property and has the full right, power and authority to sell,
27 convey and transfer the Property to BUYER, and to perform SELLER's obligations. Each person signing this Agreement on
28 behalf of an entity constituting either BUYER or SELLER warrants that: (i) the entity is duly authorized to sign and deliver
29 this Agreement on behalf of the entity, in accordance with a duly adopted resolution of the board of directors or the bylaws
30 of the corporation in the case of a corporation, in accordance with the resolutions or bylaws of the limited company, in
31 accordance with the Agreement of Partnership or resolution in the case of partnership, or in accordance with the trust
32 agreement in the case of a trust, and (ii) this Agreement is binding upon the corporation, limited liability companies,
33 partnership or trust in accordance with its terms. Such entity shall be duly and properly organized to transact business in the
34 State of Nevada.

35 (b) Maintenance During Escrow and Equipment Condition at Close of Escrow Except as otherwise provided in
36 "Destruction, Damage, or Loss of Improvements", SELLER shall maintain the Property until Close of Escrow in its present
37 condition, ordinary wear and tear excepted. Items including, but not limited to, heating, ventilating, air conditioning,
38 plumbing, elevators, loading doors and electrical systems shall be in good operating order and condition at time of Close of
39 Escrow.

40 (c) Hazardous/Noxious Conditions/Storage Tanks SELLER represents, to the best of SELLER's knowledge, except
41 as otherwise disclosed to BUYER in writing, SELLER has no knowledge of the existence or prior existence on the Property
42 of any Hazardous/Noxious Conditions or materials including, but not limited to, asbestos, processed petroleum derivatives,
43 PCB transformers, other toxic, hazardous or contaminated substances, and the existence or prior existence of any above or
44 below ground storage tanks or noxious weeds. SELLER agrees to disclose to Licensee and BUYER information which
45 SELLER has or may acquire regarding the presence and location of any hazardous materials on or about the Property.

46 (d) Compliance SELLER has no knowledge of any aspect or condition of the Property which violates applicable laws,
47 rules, regulations, codes, or Covenants, Conditions and Restrictions, or of improvements or alterations made to the Property
48 without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or
49 casualty insurance company that any work of investigations, remediation, repair, maintenance or improvement is to be
50 performed on the Property.

51 (e) Changes During Transaction Prior to Close of Escrow, SELLER will not violate or modify, orally or in writing,
52 any existing lease or other agreement, or create any new leases or other agreements affecting the Property, nor shall any
53 substantial alterations or repairs be made or undertaken without BUYER's written approval, which approval will not be
54 unreasonably withheld.

Property Address 771 Southwood Blvd. Incline Village NV 89451

Buyer [_____] and Seller [_____] have read this page.

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1 (f) **Possessory Rights** SELLER has no knowledge that anyone will, at Close of Escrow, have any right to possession of
2 the Property except as disclosed by this Agreement or otherwise in writing to BUYER.

3 (g) **Mechanics' Liens** There are no unsatisfied mechanics or material man's lien rights concerning the Property. No
4 work has been undertaken on the Property within the last ninety (90) days which, if unpaid, would give rise to any mechanics
5 or material man's lien rights.

6 (h) **Actions, Suits or Proceedings** SELLER has no knowledge of any actions, notices, demands, suits or proceedings
7 pending or threatened before any commission, board, bureau, agency, governmental agency, quasi-governmental authority,
8 instrumentality, arbitrator court or tribunal that would affect the Property or the right to occupy or utilize same.

9 (i) **Notice of Changes** SELLER will promptly notify BUYER and Licensee in writing of any Material Change affecting
10 the Property that becomes known to SELLER prior to Close of Escrow.

11 (j) **No Tenant Bankruptcy Proceedings** SELLER has no notice or knowledge that any tenant of the Property is the
12 subject of a bankruptcy or insolvency proceeding.

13 (k) **No Seller Bankruptcy Proceedings** SELLER is not the subject of a bankruptcy, insolvency or probate proceeding.

14 (l) **Development or Improvements** SELLER shall be responsible for any undisclosed or nondetermined costs and/or
15 fees resulting from development and/or improvements to the Property prior to Close of Escrow, including but not limited to,
16 landscape water deficiencies or impact fees.

17 **8.2 EXISTING CONDITION** BUYER acknowledges that, except as otherwise stated in this Agreement, BUYER is
18 purchasing subject to required repairs, replacements or corrections of condition, the Property in its existing condition and
19 will, by the time specified in this Agreement, make or have waived all inspections of the Property that BUYER believes
20 necessary to protect its own interest in, and contemplated use of, the Property. BUYER and SELLER acknowledge that,
21 except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or
22 written, concerning the Property, or any aspect of OSHA, and FEMA laws or any other act, ordinance of law, have been
23 made by either BUYER, SELLER or Licensee, or relied upon by either Party.

24 **8.3 MATERIAL CHANGE** No Material Change shall have occurred with respect to the Property that has not been
25 approved in writing by BUYER. For purposes of this Agreement, a "Material Change" shall be a change in the status of the
26 use, occupancy, tenants, or condition of the Property as reasonably expected by BUYER, that occurs after the date of this
27 offer and prior to Close of Escrow. BUYER shall have 5 days following receipt of written notice from any source of
28 any such Material Change within which to approve or disapprove same. Unless otherwise notified in writing by BUYER,
29 SELLER or Licensee, Escrow Holder shall assume that no Material Change has occurred prior to Close of Escrow.

30 **8.4 IMPACT FEES** Pursuant to Nevada Revised Statutes, BUYER(s) of real property, for or under, development is
31 informed that such property may be subject to impact fees which have been or will be imposed by governmental agencies.
32

33 **9. DEFERRED AGRICULTURE TAX** In the event of any Deferred Agriculture Tax, BUYER, SELLER shall
34 pay taxes through Close of Escrow.
35

36 **10. WATER RIGHTS** Existing water rights, if any as of the Date of Acceptance, are to be included with the Property
37 unless specifically excluded by deed or mutual agreement.
38

39 **11. PRORATIONS**

40 **11.1 TAXES** Real property taxes payable by the owner of the Property shall be prorated through Close of Escrow as
41 of the date of the recordation of the deed for the Property, based upon the latest tax bill available. SELLER shall pay
42 supplemental tax bill levied by reason of events occurring within the tax year prior to Close of Escrow. Payment shall be
43 made promptly in cash upon receipt of a copy of any such supplemental bill of the amount necessary to accomplish such
44 proration. SELLER shall pay and discharge in full, at or before Close of Escrow, the unpaid balance of any special
45 assessment bonds.

46 **11.2 INSURANCE** If BUYER elects to take an assignment of the existing casualty and/or liability insurance that is
47 maintained by SELLER, the current premium shall be prorated through Escrow as of the date of Close of Escrow. In the
48 event of SELLER Financing, BUYER will obtain hazard insurance prepaid for one year in an amount satisfactory to the loan
49 holders and covering one hundred percent (100%) replacement cost of improvements. BUYER agrees to name holders of the
50 secured loan as additional loss payees. BUYER agrees to annually increase insurance, if necessary, to equal the then current
51 replacement cost of the Property during the term of the loan holder's mortgages. BUYER will instruct the insurance carrier
52 to deliver to SELLER before Close of Escrow a certificate of insurance providing for **30 days** written notice to note holder in
53 the event of cancellation. BUYER to verify availability of insurance 14 days from Acceptance.

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Buyer [[Signature] / _____] and Seller [_____ / _____] have read this page.

1 **11.3 RENTALS, INTEREST AND EXPENSES** Income and expenses including, but not limited to, collected
2 rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Close of Escrow. Such
3 items shall be supplied by SELLER within _____ days prior to Close of Escrow. BUYER and SELLER agree to
4 promptly adjust between themselves outside of Escrow any rents received after Close of Escrow.

5 **11.4 SECURITY DEPOSIT AND LEASE CREDITS** Security Deposits held by SELLER and considerations
6 involving lease credits shall be given by credit to BUYER at Close of Escrow. Such items shall be supplied by SELLER
7 within _____ days prior to Close of Escrow.

8 **11.5 OIL AND PROPANE** Any remaining oil or propane will be purchased by BUYER, included in the
9 Purchase Price, Not applicable.

10 **11.6 POST CLOSE OF ESCROW MATTERS** Any item to be prorated that is not determined or determinable at
11 Close of Escrow shall be adjusted by BUYER and SELLER as soon as possible following Close of Escrow.

12
13 **12. TIME** Time is of the essence as to each and every provision of this Agreement. If after a good faith effort, any
14 condition stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of
15 this Agreement, this Agreement may be deemed null and void, all earnest money deposits, less direct expenses, shall be
16 returned to BUYER and Escrow shall be cancelled. BUYER or SELLER may resort to such remedies as it may have in law
17 or equity.

18
19 **13. CORRESPONDENCE AND NOTICES** Unless otherwise specifically provided in this Agreement all notices,
20 demands or other communications shall be in writing and delivered to BUYER, SELLER, and/or representatives, at the
21 addresses as follows:

22
23 To SELLER(s):
24 Name: Dr. Kristen McNeill
25 Office: Washoe County School District
26 Street: 425 East 9th Street
27 City/State/Zip: Reno NV 89512
28 Phone: (775) 348-0200
29 Email: _____

To SELLERS' Licensee, Broker or Representative:
Name: _____
Office: _____
Street: _____
City/State/Zip: _____
Phone: _____
Email: _____

30
31 To BUYER(s):
32 Name: _____
33 Office: _____
34 Street: _____
35 City/State/Zip: _____
36 Phone: _____
37 Email: _____

To BUYERS' Licensee, Broker or Representative:
Name: Allison Gorelick
Office: Gorelick Real Estate Advisors, LLC
Street: 700 Forest Street
City/State/Zip: Reno NV 89509
Phone: (415) 515-3435
Email: allisongorelick@gmail.com

38
39 **14. GOVERNING LAW** This Agreement shall be governed by the laws of the State of Nevada.

40
41 **15. NO ONE DEEMED DRAFTER** BUYER and SELLER agree neither BUYER, SELLER or Licensee shall be
42 deemed to be the drafter of this Agreement and in the event this Agreement is ever construed by a court of law, such court
43 shall not construe this Agreement or any provision in this Agreement against BUYER, SELLER or Licensee as the drafter.

44
45 **16. MODIFICATION** No modification, waiver or discharge of this Agreement shall be valid unless it is in writing and
46 signed or initialed by BUYER and/or SELLER against which the enforcement of the modification, waiver or discharge is or
47 may be sought. The terms and conditions of any and all such addenda attached and any and all future modifications of this
48 Agreement shall supersede and replace any inconsistent provisions in this Agreement. There are no other understandings,
49 oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature
50 whatsoever, either expressed or implied, except as may be set forth in this Agreement.

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Buyer [A] and Seller [_____] have read this page.

1 **17. DESTRUCTION, DAMAGE, OR LOSS OF IMPROVEMENTS** This Agreement is contingent upon the status that
2 there shall not occur prior to Close of Escrow a destruction of, damage or loss, or finding of Property to be materially
3 defective, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure
4 is \$10,000.00 or less, SELLER shall repair or cure the loss prior to Close of Escrow. BUYER shall have the option, within
5 _____ days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate
6 this Agreement with all unused deposits to be returned, or to purchase the Property notwithstanding such loss, but without
7 deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and BUYER does not
8 elect to terminate this Agreement, BUYER shall be entitled to any insurance proceeds applicable to such loss. Unless
9 otherwise notified in writing by BUYER, SELLER, or Broker, Escrow Holder shall assume no destruction, damage or loss
10 costing more than \$10,000.00 to repair or cure has occurred prior to Close of Escrow.
11

12 **18. VERIFICATION OF INFORMATION** Any representation in this Agreement as to the square footage, land or
13 improvements, of the Property, is approximate and neither SELLER nor Licensee guarantee its accuracy. Any oral or written
14 representations by SELLER or Licensee regarding age of improvements, size, and square footage of parcel or building, or
15 location of property lines, may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other
16 barriers may not represent true boundary lines. Licensee does not necessarily investigate the status of permits, zoning, or
17 code compliance. BUYER to satisfy any concerns with conditions that are important or a critical element of the purchase
18 decision. BUYER acknowledges to have not received or relied upon any representations by Licensee or SELLER with
19 respect to the condition of the Property which are not contained in this Agreement or in any attachments. Although deemed
20 accurate, the information contained in the Multiple Listing Service, computer or advertisements, and feature sheets pertaining
21 to this Property are not warranted or guaranteed by the listing or selling office. Errors and/or omissions in inputting
22 information, while uncommon, are possible. BUYER shall be responsible for verifying the accuracy of pertinent information.
23 Deposit into Escrow of all funds necessary to close shall be deemed as final acceptance of the Property. SELLER agrees to
24 hold all Licensees in the transaction harmless and to defend and indemnify them from any claim, demand, action or
25 proceedings resulting from any omission or alleged omission by SELLER in its statements.
26

27 **19. ACCESS TO PROPERTY** SELLER agrees to provide reasonable access to the Property to BUYER, inspectors,
28 appraisers, and all other professionals representing BUYER. BUYER shall indemnify, defend and hold SELLER harmless
29 from any lien, loss, claim, liability, or expense, including without limitation, reasonable attorneys' fees and costs, arising out
30 of or in connection with its activities, including without limitation, BUYER's Licensees and employees, and independent
31 contractors retained by or acting on behalf of BUYER (collectively, "BUYER's Licensees") on the Property. BUYER shall
32 have no liability to SELLER for any lien, loss claim, diminution in value or expense incurred by SELLER arising out of
33 discovery by BUYER or BUYER's Licensees, of any hazardous/noxious materials or toxic substances as defined in
34 applicable state or Federal law, on or about the Property. Following any such entry or work, unless otherwise directed in
35 writing by SELLER, BUYER shall return the Property to the condition it was prior to such entry or work, including the
36 re-compaction or removal of any disrupted soil or material as SELLER may reasonably direct.
37

38 **20. DEFAULT** In the event BUYER defaults in the performance of this Agreement, unless BUYER and SELLER have
39 agreed to a provision for liquidated damage, SELLER may, subject to any rights of the Broker, retain BUYER's deposit and
40 may take such actions as deemed appropriate to collect such additional damages as may have been actually sustained. If this
41 Agreement terminates for any reason other than SELLER's breach or default, then at SELLER's request, and as a condition
42 to the return of BUYER's deposit, BUYER shall within _____ days after written request deliver to SELLER, at no
43 charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items
44 prepared by or for BUYER that pertain to the Property.

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Buyer [[Signature] / _____] and Seller [_____ / _____] have read this page.

1 **21. LIQUIDATED DAMAGES** If BUYER fails to complete the purchase of the Property as provided by this Agreement
2 by reason of any default of BUYER, SELLER shall be released from the obligation to sell the Property to BUYER and may
3 proceed against BUYER upon any claim or remedy which SELLER may have in law or equity; or BUYER and SELLER
4 acknowledge and agree that it would be impractical and/or extremely difficult to fix or establish actual damages sustained by
5 SELLER as a result of such a default by BUYER and agree the Amount of Deposit(s), or \$ _____ made by
6 BUYER is a reasonable approximation. Accordingly, in the event BUYER defaults in the performance of this Agreement, the
7 above stated amount shall constitute and be deemed to be the agreed amount and liquidated damages of SELLER and shall be
8 forfeited by BUYER to SELLER. SELLER agrees to waive all other remedies against BUYER which SELLER might
9 otherwise have in law or equity by reason of such default by BUYER.

10
11 *(Both BUYER and SELLER must initial "agrees" for Liquidated Damages to be part of this Agreement.)*

12
13 [_____/_____] Buyer agrees. [_____/_____] Buyer does not agree.
14
15 [_____/_____] Seller agrees. [_____/_____] Seller does not agree.
16

17 If BUYER and SELLER do not agree to Liquidated Damages set forth above, and in the event of BUYER's breach or
18 default, SELLER retains the rights and remedies which SELLER may have in law or equity.
19

20 **22. MEDIATION OF DISPUTES** If a dispute arises out of or relates to this Agreement, or its breach, by initialing in the
21 spaces below, BUYER and SELLER agree to first try in good faith to settle the dispute by nonbinding mediation under the
22 Commercial Mediation Rules of the American Arbitration Association, before resorting to court action or binding arbitration.
23

24 *(Both BUYER and SELLER must initial "agrees" for Mediation to be part of this Agreement.)*

25
26 [_____/_____] Buyer agrees. [_____/_____] Buyer does not agree.
27
28 [_____/_____] Seller agrees. [_____/_____] Seller does not agree.
29

30 **23. ARBITRATION OF DISPUTES** Any dispute or claim in law or equity arising out of this Agreement will be decided
31 by neutral binding arbitration in accordance with prevailing law and applicable court rules. Judgment upon the award
32 rendered by the arbitrator may be entered in any court having jurisdiction. BUYER and SELLER will have the right to
33 discovery as per attached *Arbitration of Disputes Addendum*.
34

35 *(Both BUYER and SELLER must initial "agrees" for Arbitration to be part of this Agreement.)*

36
37 [_____/_____] Buyer agrees. [_____/_____] Buyer does not agree.
38
39 [_____/_____] Seller agrees. [_____/_____] Seller does not agree.

40 **24. SEVERABILITY, WAIVER** If for any reason, any provision of this Agreement shall be held to be unenforceable, it
41 shall not affect the validity or enforceability of any other provision of the Agreement. Waiver by one party of the
42 performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a
43 waiver by such party of any other covenant, condition or promise hereunder.
44

45 **25. ATTORNEYS FEES** If this Agreement gives rise to any litigation, arbitration, or other legal proceeding between
46 BUYER and SELLER, including Licensee, the prevailing party shall be entitled to recover its actual costs and expenses,
47 including court costs, costs of arbitration, and reasonable attorneys' fees, in addition to any other relief to which they may be
48 entitled.
49

50 **26. BROKERS FEE** Payment at Close of Escrow of Broker's Fee is as specified in this Agreement or later written
51 instructions to Escrow Holder executed by SELLER and Broker. It is agreed by BUYER, SELLER and Escrow Holder that
52 Broker is/are a third party beneficiary of this Agreement, and no change shall be made by BUYER, SELLER or Escrow
53 Holder with respect to the time of payment, amount of payment, or the conditions to payment of Broker's fee specified in this
54 Agreement, without the written consent of Broker.

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1 **27. REAL ESTATE BROKERS** BUYER and SELLER each represent and warrant to the other that there has been no
2 dealings with any person, firm, broker or finder in connection with the negotiations of this Agreement and/or consummation
3 of the purchase and sale contemplated other than the named Brokers in this Agreement. No other broker or person, firm or
4 entity, is entitled to any commission or fees in connection with this Agreement. BUYER and SELLER each agree to
5 indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation,
6 commission or charges which may be claimed by any broker, finder or similar party, other than the named Broker by reason
7 of any dealings or act of the indemnifying Party.
8

9 **28. TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY)** In the event SELLER wishes to enter into a tax
10 deferred exchange (IRC 1031) for the real property described in this Agreement, or if BUYER wishes to enter into a tax
11 deferred exchange with respect to property owned by BUYER in connection with this transaction, BUYER and SELLER
12 agree to cooperate with the other party in connection with such exchange, including the execution of such documents as may
13 be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay Close of
14 Escrow; (b) all additional costs in connection with the exchange should be borne by the party requesting the exchange; and
15 (c) the other party shall not be obligated to execute any note, contract, deed or other document providing for any personal
16 liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the
17 Property described in this Agreement. The other party shall be **indemnified and held harmless against any liability which**
18 **arises or is claimed to have arisen on account of the acquisition of the exchange property.**
19

20 [] [] Buyer intends does not intend to do a tax deferred exchange.
21

22 [] [] Seller intends does not intend to do a tax deferred exchange.
23

24 **29. SURVIVAL** The omission from escrow instructions of any provision in this Agreement will not waive the right of
25 any party. All representations or warranties will survive the Close of Escrow.
26

27 **30. ADDITIONAL TERMS AND CONDITIONS**
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____
34 _____
35 _____
36 _____
37 _____

38 **31. ADDENDA, EXHIBITS AND DISCLOSURES** The following marked addenda, exhibits and disclosures are at-
39 tached and made a part of this Agreement:

- 40 1. Aerial/Parcel Map
- 41 2. Affiliated Business Arrangement Disclosure Statement
- 42 3. Arbitration Addendum
- 43 4. Consent to Act (if applicable)
- 44 5. Duties Owed By A Nevada Real Estate Licensee
- 45 6. Environmental Contact List
- 46 7. Estoppel Certificate (to be provided by BUYER)
- 47 8. Financing Addendum Existing (Commercial)
- 48 9. Financing Addendum Seller (Commercial)
- 49 10. Lead Based Paint Addendum (if property built prior to 1978)
- 50 11. Other: _____

51 when signed by BUYER and SELLER as required.

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Buyer [A / _____] and Seller [_____ / _____] have read this page.

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1 **32. PROFESSIONAL CONSULTATION ADVISORY** A real estate Broker is qualified to advise on real estate. The
2 parties are advised to consult with appropriate professionals including, but not limited to, engineers, surveyors, appraisers,
3 lawyers, CPAs, or other professionals, on specific topics including, but not limited to, land use regulation, boundaries and
4 setbacks, square footage, physical condition, legal, tax, water rights and other consequences of the transaction.
5

6 **33. HOLD HARMLESS** BUYER and SELLER agree, Licensees are not responsible, and hold Licensees harmless, for
7 items such as, but not limited to, repairs, renovation, restoration, replacement, maintenance work, or inspections performed
8 to or upon the Property, regardless of whether or not the Contractor/Inspector performing the work was hired by BUYER or
9 SELLER at the suggestion of the Licensee or brokerage affiliated with the Licensee. BUYER and SELLER are encouraged
10 to consult with a Contractor/Inspector of their own choosing regarding the satisfactory completion of any repair, renovation,
11 replacement, maintenance work, or inspection performed to or upon the Property. The undersigned parties agree to hold
12 Broker and Broker's Licensee harmless against any and all damages, costs and expenses, including attorneys' fees, arising
13 from any disputes between BUYER, SELLER and/or Licensees and Brokers under this Agreement, unless Licensee is
14 determined by a court of competent jurisdiction to have acted in a fraudulent manner in connection with any such claim or
15 claims.
16

17 **34. BROKER(S) AND LICENSEE(S) DISCLAIMER** BUYER and SELLER acknowledge that except as otherwise
18 expressly stated in this Agreement, Broker(s) and Licensee(s) have not made any warranty or representation with respect to
19 any of the following: (a) the legality of the present or any possible future use of the Property under any Federal, state or
20 local law; (b) pending or possible future action by any governmental entity or agency which may affect the Property; (c) the
21 physical condition of the Property. BUYER and SELLER agree that investigation and analysis of all matters related to the
22 Property is their sole responsibility and BUYER and SELLER shall not hold the Licensee responsible relating in any way to
23 the foregoing matters.
24


25 **35. ENTIRE AGREEMENT** Any and all future modifications of this Agreement will be effective only if it is in writing
26 and signed by BUYER and SELLER, all of which together will constitute one instrument.
27

28 **36. EXPIRATION** Per NRS 645.254 all offers must be presented to SELLER. This offer shall expire, and be rendered
29 null and void, unless a fully executed copy with SELLER's written acceptance is **DELIVERED** to BUYER or BUYER's
30 Licensee on or before 5pm o'clock A.M. P.M., Pacific Standard Time, on 4/16/2021. Upon
31 expiration, BUYER's entire deposit shall be returned, and BUYER and SELLER shall have no further obligations.
32


33 **37. REPRESENTATION** BUYER warrants that the following BUYER's Licensee and BUYER's Broker are licensed
34 per Nevada Revised Statutes. BUYER's Licensee is:
35

36 BUYER's Licensee Name: <u>Allison Gorelick</u>	BUYER's Broker Name <u>Allison Gorelick</u>
37 BUYER's Licensee Nevada License # <u>B.1000529</u>	BUYER's Broker Nevada License # <u>B.1000529</u>
38 Company Name <u>Gorelick Real Estate Advisors</u>	Office Address <u>700 Forest Street</u>
39 Phone <u>(415) 515-3435</u>	<u>Reno</u> <u>NV</u> <u>89509</u>
40 Fax _____	Email <u>allisongorelick@gmail.com</u>

42 **SIGNATURES** The undersigned BUYER(s) acknowledges having read thoroughly and approved each of the provisions
43 contained herein and agrees to purchase the herein described Property for the price and on the terms and conditions specified.
44 BUYER acknowledges receipt of a copy of this Agreement.
45

46 BUYER:  DATED: 3/12/21 TIME: 9:51AM
47 3729, LLC
48 BUYER: _____ DATED: _____ TIME: _____
and/or assigns

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Buyer [ / _____] and Seller [_____ / _____] have read this page.

1 **SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT**
2

3 **BROKERAGE FEE** SELLER agrees to pay in cash the following real estate commission for services rendered, which
4 commission SELLER irrevocably assigns to be paid from Escrow, Listing Broker's commission shall be as per separate
5 Listing Agreement, and 2 % of the accepted price, or \$ _____, to the Brokerage of the Licensee
6 of BUYER irrespective of the agency relationship. Escrow instruction with respect to commissions may not be amended or
7 revoked without the written consent of the Broker herein. Commissions shall also be payable upon any default by SELLER,
8 or the mutual rescision (not covered by this Agreement) by BUYER and SELLER which prevents the completion of the sale.
9 Sale proceeds sufficient to pay the commission are assigned to Broker, and Escrow Holder is instructed to pay said
10 commission to Broker out of SELLER's proceeds at Close of Escrow. If this sale shall not be consummated due to the
11 default of either BUYER or SELLER, the defaulting party shall be liable to and shall pay to Broker the commission that
12 Broker would have received had the sale been consummated. This obligation of BUYER, if BUYER is the defaulting party,
13 is in addition to any obligation with respect to liquidated damages. This Agreement shall not limit the rights of Broker and
14 SELLER provided for in any existing agreement. Upon the Close of escrow, Broker is authorized to publicize the facts of
15 this transaction.

16
17 **TAX WITHHOLDING (FIRPTA)** Unless the property is acquired for use as a primary residence and is sold for no
18 more than \$300,000, SELLER agrees to provide BUYER with (a) Non-Foreign Seller Affidavit, or (b) Withholding
19 Certificate Form from the Internal Revenue Service stating that withholding is not required. In the event none of the
20 foregoing is applicable, BUYER requires a percentage of Seller's proceeds to be withheld by escrow to comply with the
21 FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (IRC Section 1445).

22
23 By signing below, SELLER is warranting that SELLER is not a foreign person, foreign corporation or partnership, or
24 nonresidential alien; or SELLER will provide a Non-Foreign Seller Affidavit or Withholding Certificate Form as described
25 above.

26
27 SELLER acknowledges receipt of a copy of this Agreement.

28
29 **REPRESENTATION** SELLER's Licensee is:

30 SELLER's Licensee Name: _____ SELLER's Broker Name _____
31 SELLER's Licensee Nevada License # _____ SELLER's Broker Nevada License # _____
32 Company Name _____ Office Address _____
33 Phone _____
34 Fax _____ Email _____

35
36 SELLER *must check one* of the following options and date, time and sign this Agreement.

37
38 **ACCEPTANCE** SELLER accepts this offer to purchase.

39 **OR**

40 **COUNTER OFFER** SELLER counter offers by way of the Counter Offer dated _____.

41 **OR**

42 **REJECTION** SELLER rejects the foregoing offer.

43
44 SELLER: _____ DATED: _____ TIME _____

45
46 SELLER: _____ DATED: _____ TIME _____

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Buyer [_____/_____] and Seller [_____/_____] have read this page.