



WACHOVIA

COUNTER OFFER

Date: **08/24/2011** Buyer: **Limited LLC, Rob-Quel**
 Seller: **Owner of Record**

This is a Counter Offer dated **08/24/2011**, regarding property located at **4396 VEGAS VALLEY DR, SUNRISE MANOR, NV, 89121** and supersedes any prior offers, purchase agreements or other documents previously executed in connection with the property between Owner of Record, Seller, and Buyer. All terms and provisions of any offer, purchase agreement or other documents, including the Seller's Addendum executed in connection with the property which are not amended by this Counter Offer shall remain effective.

1. Sales price to be **\$76,500.00**
2. Buyer is to deposit earnest money in the amount of **\$5,000.00** in listing agent's escrow account or with Seller's closing agent upon acceptance of this Counter Offer. Seller will not execute any contract for purchase without written proof of the Buyer's earnest money deposit.
3. Seller will make no repairs or inspections to the subject property unless expressly addressed in this Counter Offer or the Seller's Addendum. Should the property sustain any material damage after the acceptance of an offer or prior to closing under contract for purchase, Seller, in its sole discretion shall have the option to a) terminate the offer/contract, b) re-negotiate the sales price, or c) proceed with repairs. In the event the Seller elects option b) or c), the Buyer may either a) proceed with the transaction or b) terminate the offer/contract and receive a refund of the Buyer's deposit.

Should any lender or any insuring entity or agency require that repairs to the property be made or that certain conditions be met, the Seller, at its sole option, may comply with such requirements or terminate the contract for purchase. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the property, then Seller, at its sole option, may terminate the contract for purchase.

Seller will pay a maximum of **\$0.00** toward lender required repairs only. If lender required repairs are less than **\$0.00**, any excess shall be credited back to the Seller. Buyer must provide a list of required repairs in writing from the lender. Bids are required for repairs and must be supplied to the Seller from bonded, licensed vendors for review and approval. All work will be scheduled and coordinated by the listing agent. Repairs will not be authorized until Buyer provides documentation of full mortgage commitment.

4. Termites inspection will be the responsibility of the BUYER. Any termite corrective work and/or treatment will be at the expense of the BUYER, unless otherwise agreed upon herein.

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Buyer Initials x RQ | _____



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Address: **4396 VEGAS VALLEY DR. SUNRISE MANOR, NV, 89121** Buyer: **Limited LLC, Rob-Quel**

5. Closing is to occur on or before 09/05/2011. Time is of the essence. No extension of the closing date will be given without prior written approval of the Seller. Seller reserves the right to unilaterally extend closing date if legible copies of the executed purchase contract are not received in a timely manner. The Buyer shall be charged a fee of \$50.00 per calendar day for any extension of the escrow period past the closing date of 09/05/2011, to be paid to and collected by the closing agent at the time such extension is granted. The Buyer shall not be obligated for any delays caused by the Seller's title company/closing agent. All funds must be paid according to the closing/escrow agent's instructions for receipt prior to the closing.

The closing will occur at the office or physical location of Seller's choice. Buyer may use counsel of choice as representation at settlement, at Buyer's expense. Seller will pay for Owner's title policy if closing occurs at Seller's directed office and the Owner's policy is ordered through closing office listed below, provided however, in states where Seller's representative is prohibited from providing title and settlement services to the Buyer, Seller will not pay the cost of an Owner's title policy issued by Buyer's representative or other settlement costs incurred by the Buyer. Seller's representation will be:

Name: Fidelity National Title - Walter
 Attn: Pati, Walter
 Address: 500 N. Rainbow Blvd., Suite 100,
 Las Vegas,
 NV,
 89107
 Phone#: (702)877-3003
 Fax#: (702)942-8104

6. Seller will pay a maximum of \$0.00 towards Buyer's closing costs (this includes non-allowables, pre-paid and points). If Buyer's closing costs are less than this amount, any excess shall be credited back to the Seller. If applicable, FHA or VA non-allowables will be capped at a maximum of \$0.00.
7. Agent commission will be paid in accordance with the listing agreement. Agent commission will be based on the sales price of \$76,500.00. If property does not close, no commission will be paid.
8. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the property reflected on the settlement statement and executed by the Seller are final. No adjustments or payments will be made by the Seller after closing.
9. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.
10. No other incentives apply. Any incentives agreed to be paid hereunder shall be paid at closing. In the event that the purchase transaction is not consummated, regardless of fault or reason, the Seller shall not be obligated to pay any such incentives.
11. Buyer's agent & listing agent can not charge a transaction fee to buyer/seller on this property. Seller not to pay for any inspections, Re-inspections, Certifications, Chue Reports, Surveys, Home Warranty or Appraisal. Any and All balances associated with Special assessments, CIC assessments, Sids, Lids, taxes and utility charges to be pro-rated. Buyer pays for CIC Capital contribution and CIC transfer fees.

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Buyer Initials x R.P. | _____



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This Counter Offer, the attached Seller's Addendum, the attached Property Condition Addendum, and any state specific contract must be signed and initialed by Buyer(s) and returned to Seller within two (2) business days. If these documents are not returned within two business days, or by 08/26/2011, Seller reserves the right to terminate this transaction for non-performance by Buyer(s).

Date x 08/25/2011

x ROBERT PRASAD
Buyer Name (printed)

Date ROB-QUEL LIMITED

x [Signature]
Buyer (signature)

Buyer Name (printed)

Date 8/25/11

Jessica A. Gutierrez

Seller Name (printed)

Buyer (signature)

[Signature]
Seller (signature)

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Buyer Initials RP

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STANDARD SELLER'S ADDENDUM

This Seller's Addendum is attached to and is a part of the offer, purchase agreement or other documents executed in connection with the purchase of the property. The Seller's Addendum will supersede the offer, purchase agreement or other documents executed in connection with the purchase of the property where provisions of this Seller's Addendum amend the provisions of such documents. The following terms and conditions are accepted and incorporated into the offer, purchase agreement or other documents executed in connection with the purchase of the property, subject to the following, and in accordance with certain state requirements. Paragraphs in the offer, purchase agreement or other documents executed in connection with the purchase of the property which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

1. Property is sold in its present "As Is" condition with no warranties, repairs, or inspections completed by the Seller, unless otherwise expressly addressed in the Counter Offer or this Seller's Addendum. Buyer agrees that by closing hereunder Buyer has received no promises as to condition and no warranties, and has been afforded an opportunity to obtain an inspection by an inspector of Buyer's choosing. Buyer acknowledges that Seller obtained the Property through foreclosure or similar process and that Seller has not occupied the Property. No personal property is included in this sale, unless otherwise specified.
2. Buyer agrees that in contracting to buy the property, Buyer has not relied upon any representation made by the Seller or Wells Fargo Home Mortgage, or any parent, subsidiary or affiliate thereof, or any of their officers, directors, employees, agents or representatives.
3. In order for an offer to be considered, Buyer must present a prequalification letter from Wells Fargo Home Mortgage, an entity which is a joint venture with Wells Fargo Home Mortgage, or Neighborhood Assistance Corporation of America (NACA). A Buyer who is not interested in comparing any other financing options, may also present proof of a loan commitment or credit decision pre-approval from another lender.
4. Buyer shall have seven (7) calendar days from the date of the fully executed purchase contract to declare the contract null and void as a result of inspection findings. After the seventh (7th) calendar day, Buyer is obligated to complete the purchase or forfeit their earnest money deposit.
5. Buyer is advised that Seller works closely with certain escrow companies, title companies, title agents, title attorneys, and other closing agents that are familiar with Seller's forms, documents, procedures, and special requirements. By utilizing such entities, Seller is generally able to achieve closings quickly and efficiently. Unless Buyer chooses otherwise, Seller will refer the contract with a company, attorney or agent of Seller's choice to perform all necessary title services and products either itself or through a title company chosen by Seller, except in those states where Seller's representative is prohibited from performing such services for the benefit of both parties. Buyer is advised that the use of such companies, attorneys or agents is not required, nor a condition of the sale of the property to Buyer.
6. Closing to occur at the office or physical location of Seller's choice. Buyer may use counsel of their choice to represent the Buyer at closing at Buyer's expense.
7. Seller will pay for Seller's closing costs agreed to with Seller's preferred closing office as well as any costs agreed to in the Counter Offer at closing. If Listing/Selling Agent or Buyer initiates title or closing with an attorney or closing office other than that of Seller's choice; any additional Seller closing costs beyond those that would be charged at Seller's preferred closing office, including but not limited to, title, closing and miscellaneous fees, will be the responsibility of the Agent or Buyer.
8. Seller does not agree to arbitration and mediation.

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Buyer Initials XR P



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9. Seller will not assign to Buyer any rights to any insurance claims or proceeds covering destruction or damage to property. Seller's insurance policies are non-transferable and will not be prorated at closing.
 10. The originally executed offer or purchase contract and all addenda (or clear facsimile copy) must be received by date specified in the Counter Offer. Otherwise, Seller may terminate the contract for purchase and the escrow with the escrow holder for Buyer's non-performance. The original purchase contract including all original offers and counter offers are subject to review and signature by Seller.
 11. Buyer is aware that the property will remain on the market during the counter offer stages and that any and all offers will be considered.
 12. This contract may be assigned by the Buyer, to another buyer or the Buyer may add a co-buyer to this contract upon written request submitted to Seller, and approved by Seller in its sole discretion; provided, that the assignee or co-buyer meets the requirements of Paragraph 3 and Paragraph 32 hereunder and executes the Counter Offer, Seller's Addendum and any other offer, purchase agreement or other documents relative to the transaction.
 13. This property may be subject to ground rent, the Seller will not redeem the ground rent.
 14. Any special assessments, municipal assessments, or liens that are due or incurred after closing will be the responsibility of the Buyer. Seller does not agree to comply or bring property into compliance with any violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the property as of the date of closing of this contract, unless expressly addressed in this Seller's Addendum or the Counter Offer. Buyer specifically agrees to comply or bring property into compliance with any government code or other requirements.
 15. The Seller requires three (3) full business days prior to closing to review and execute any lender required documents, HUD1, and/or any other documents requiring the Seller's signature. The Seller cannot be responsible for any loss or damage due to closing being delayed if the Seller is not given three (3) full business days for review and execution of these items.
 16. **Prohibited sale:** Employees and family members residing with employees of Wells Fargo Bank, N.A., its affiliates or subsidiaries or Wachovia Corporation, its affiliates and subsidiaries are strictly prohibited from directly or indirectly purchasing any property owned or managed by Wachovia Mortgage, a division of Wells Fargo Bank, N.A.. The agent or employees of the agent or agency and family members residing with the agent or employees of the agent or agency are prohibited from directly or indirectly purchasing any property owned or managed by Wachovia Mortgage, a division of Wells Fargo Bank, N.A. and listed by the agent or agency or any property for which the agent has performed services. For purposes of this paragraph "family member" is defined as a spouse, domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.
- Buyer Initials x R.P. | _____
17. If the Buyer alters the property or causes the property to be altered in any way and/or occupies the property or allows any other person to occupy the property prior to closing without the prior written consent of the Seller, such event shall constitute a breach of contract by the Buyer and the Seller may terminate the contract to purchase. Buyer shall be liable to the Seller for damages caused by any such alteration or occupation of the property prior to closing and funding and waives any and all claims for damages or compensations for improvements made by the Buyer to the property including, but not limited to, any claims for unjust enrichment.
 18. Title to the property will be conveyed via special/limited warranty deed or such other form of deed acceptable in jurisdiction where the property is located. Notwithstanding any legal description in any offer, addenda or counter offer, the legal description according to title report shall control.
 19. Seller will not provide a survey, appraisal or a home warranty, unless otherwise specified in the Seller's Counter Offer. Should the Seller agree to pay for a home warranty, Seller will provide home warranty from a company of its sole choosing after closing.
 20. If applicable, retrofit to be paid by Buyer(s). Seller represents that the property as of the close of escrow, will be compliance with Health and Safety code 19211 by having water heaters braced, anchored or strapped in place in accordance with these requirements. (California only)

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Buyer Initials x R.P. | _____



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21. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by the Seller after closing. Tax Pro-rations shall be based upon 100% of the last ascertainable actual tax bill and shall be final as of closing. There shall be no pro-ration adjustment. Tax pro-rations which are not yet due and payable will not be allowed as closing costs. This paragraph controls all pro-rations as described, regardless of language to the contrary in any offer, addendum or counter offer.
22. Seller shall have a *minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment/title report within which to resolve title exceptions, defects, or other title issues which in any way impede or impair Seller's ability to convey insurable title. If, within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, the Buyer (1) may take title in its then state, thereby waiving any title objections, or (2) terminate the contract and receive a refund of any deposit as Buyer's sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer's deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.*
23. Seller shall deliver possession and occupancy of the property upon close of escrow. The property will be delivered vacant unless otherwise agreed in writing or if the paragraph below is initialed. If, prior to close of escrow, Seller notifies Buyer it will be unable to deliver the property vacant, Buyer may cancel this contract within five (5) calendar days after receipt of such notice or prior to the close of escrow, whichever is earlier, and Seller's inability to deliver the property vacant shall not be deemed a breach of this contract. If Buyer accepts the property occupied, Buyer takes the property subject to any applicable rent, vacancy or occupancy control which are matters to be investigated by Buyer.

Pursuant to section 702 of the Protecting Tenants at Foreclosure Act (the Act), Seller has determined that the property is occupied by a bona fide tenant with a bona fide lease and that the property will be delivered at close of escrow with the tenant occupying the property. A copy of the lease provided by the tenant to Seller has previously been presented to Buyer for inspection. It is the responsibility of the Buyer to review the Act and to comply with the provisions thereof. In particular, should the Buyer intend to occupy the property as a primary residence, it shall be the obligation of the Buyer to comply with the notice provisions of section 702 (a)(2)(A) of the Act and Buyer shall be responsible for all legal and other actions, including attorneys' fees and costs, necessary to gain possession of the property.

Buyer Initials: EP

24. The Buyer shall not be allowed, under any circumstance, to receive funds from the closing that exceed the amount of the earnest money plus prepaid deposits paid by the Buyer. In the event that the proposed HUD reflects proceeds to the Buyer in excess of the earnest money and prepaid deposits, the closing cost credit by Seller shall be reduced so that the Buyer receives an amount exactly equal to the earnest money amount, plus prepaid deposits by the Buyer.
25. Termination of Contract: In the event the contract for purchase is terminated by Seller pursuant to any provision of the Counter Offer, this Seller's Addendum, any other purchase contract, addendum or counter offer, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the contract for purchase shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another. Notwithstanding any language to the contrary in any purchase contract, offer, addenda or counter offer, if Buyer defaults in the performance of the contract for purchase of the property, the full amount of the earnest money will be tendered to the Seller.

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Buyer Initials: BP



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26. **Release of Escrow upon Termination:** Upon Seller's termination of purchase contract due to Buyer's non-performance, Seller shall provide written notice to the Buyer and the escrow/closing agent, given by hand delivery or fax or email transmission. Upon receipt of such notice of termination from Seller, Buyer shall have two (2) business days in which to provide a written objection of termination to Seller and escrow/closing agent by one of the above-referenced methods. In the event escrow/closing agent does not receive a written objection from Buyer within two (2) business days, escrow/closing agent is instructed to immediately cancel the escrow and to comply with any other instructions set forth in the Seller's notice of termination, which may include release of the Buyer's deposit in escrow with no additional instructions from the Buyer.

Buyer acknowledges and agrees that Seller shall have the right to terminate the purchase contract due to Buyer's non-performance upon notice stated above, and to release the earnest money deposit to Buyer without any further action, consent or release from Buyer.

Buyer Initials etp | _____

27. **Waiver of Specific Performance:** Buyer agrees that the property is not unique and that in the event of Seller's default or a material breach of the Counter Offer, this Seller's Addendum any other offer, purchase contract, addendum or counter offer, Buyer's sole remedy shall be a return of Buyer's earnest money deposit. Buyer hereby waives all rights of specific performance against Seller or actions against the property including but not limited to the filing of any lis pendens or similar action.

Buyer Initials etp | _____

28. Notwithstanding any language to the contrary in any offer, addendum, or counter offer, in any action or proceeding between Buyer and Seller, Seller does not agree and shall not be responsible to indemnify any broker(s) or agent(s) for any liability, loss, cost, damages or expenses incurred by broker(s) or agent(s).

29. Seller makes no representation and advises buyers to make their own investigation to determine the source of the water supply and type of sewage disposal system.

30. This property may be subject to a redemption period pursuant to applicable state law. It is the Buyer's responsibility to consult with the closing attorney or closing agent to determine if any redemption period applies and has expired. An unexpired redemption period could delay or prevent closing and could result in a prior mortgagor or lien holder exercising their option to redeem the property. Seller makes no guarantees or representations concerning the expiration of any redemption periods. Should an unexpired redemption period prohibit closing, Buyer may exercise their option to cancel the contract for purchase and receive earnest monies back from Seller. No additional compensation will be paid by Seller for any expenditure made by Buyer regarding this property.

31. If the Buyer is participating in a 1031 Exchange, the Buyer(s) understands and agrees that all obligations related to the purchase of this property and the timeliness of the closing shall remain in full effect regardless of the Buyer's participation in the 1031 Exchange. Buyer(s) shall remain solely responsible and liable to the Seller for Buyer(s)' performance of each and every warranty and obligation under this agreement. Buyer agrees to hold Seller harmless from any and all claims and liabilities, including tax liabilities or penalties, costs or delays in time that may result from any aspect of the transaction by virtue of its characterization as a 1031 Exchange. Seller agrees to cooperate with the Buyer, including allowing an assignment of this contract by the Buyer for purposes of effecting the 1031 Exchange.

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Buyer Initials etp | _____



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- 32. Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wachovia Mortgage, a division of Wells Fargo Bank, N.A. will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Wachovia Mortgage, a division of Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the information on the form attached as Exhibit A, must be provided. This information will be used for the sole purpose of screening against OFAC and WorldCheck lists. If the Seller finds in its sole and absolute discretion that any Buyer(s) meet the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled and terminated. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money deposit will be returned to the Buyer.
- 33. If any provision (or any portion of any provision) of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
- 34. All notices given under this agreement will be in writing and signed by the party giving the notice. Notice will be deemed received as follows: if delivered in person, upon delivery; if delivered by United States Postal Service, First Class mail, two (2) business days after deposit into the mail; if delivered by a national overnight courier on a next-day basis, one (1) business day after deposit with the service; if delivered by facsimile or Email during Seller's regular business hours, upon transmission or sending, if delivered by facsimile or Email outside of Seller's regular business hours or on a weekend or holiday, upon the commencing of the next business day.

Date x 08/25/2011
 x Rob-Quel Limited
 Buyer Name (printed) ROBERT KRASOB
 Date _____

x [Signature]
 Buyer (signature)

Buyer Name (printed) _____
 Date 8/26/11

Buyer (signature) _____
Jessica Gutierrez
 Seller (signature)

Jessica A. Gutierrez
 Seller Name (printed)

[Exhibit A Follows]

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Buyer Initials x RP

Exhibit A

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wachovia Mortgage, a division of Wells Fargo Bank, N.A. will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Wachovia Mortgage, a division of Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore the following information must be provided. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Full Legal Name (First Middle and Last) ROBERT PRASAD
Full Complete Address (no P.O. Boxes) 1300 BOBLETT ST UNIT A 6285
City BLAINE State WASH WA Country USA Zip 98230
Buyer(s) Date of Birth 27TH JUNE 1947

Buyers Social Security may be requested at a later date.

Full Name (First Middle and Last)

Complete Address (no P.O. Boxes)
City State Country Zip

Buyer(s) Date of Birth

Buyers Social Security may be requested at a later date.

Buyer's Agent Information → MS PUBLIC ID 002953

First Name: MICHAEL Last Name: WRAGE

Company NEW HOMES RESEARCH
Address 330 EDWAM SPRINGS City LAS VEGAS State NV Zip 89119
Email MICHAEL@NHR-INC.COM Phone# 702.458.3390
Fax# 702.260.4807

If buyer is a Company/Corporation/Partnership/Limited Liability Company, Non-Profit Organization, a Trust or is not purchasing as an individual, buyer must provide full company corporation or trust name and proof of signing authority.

Buyer's Company/Corporation/Partnership/Limited Liability Company/ Non-Profit Organization/Trust: ROB. QUEL LIMITED LLC

Corporation Tax ID#, if applicable

List All Principal owners of Partnership or LLC or all signers (including non-board members) and all individuals with principal ownership or financial interest in Non-profit Organizations or Trusts, including full name, permanent home address (no P.O. Boxes) and dates of birth for each.

ROBERT PRASAD (MANAGER - MEMBER)
SAME AS ABOVE

08/25/2011 07:39 6844349300

08/24/2011 18:42 2504687

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If the Seller finds in its sole and absolute discretion that any buyer meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

Seller: Jessie Guter
Date: 8/25/11 8/26/11
Listing Agent: [Signature]
Date: _____

Buyer: Ros-Aval Limited
Date: 08/25/2011
Buyer: _____
Date: _____

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Buyer initials: RF



WACRENOVA

Property Address: 4396 VEGAS VALLEY DR, SUNRISE MANOR, NV, 89121

PROPERTY CONDITION ADDENDUM

Addendum to the Purchase Contract accepted by Buyers for property located at: 4396 VEGAS VALLEY DR, SUNRISE MANOR, NV, 89121.

LEAD-BASED PAINT DISCLOSURE

This contract for purchase is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the seventh (7th) calendar day after ratification. The lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information. This contingency will terminate at the predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, either with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within 10 (ten) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the close of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have 10 (ten) days to respond to the counter-offer or remove this contingency and buy the property in "as is" condition or this contract shall become void. The purchaser may remove this contingency at any time without cause. Buyer acknowledges they have received the Lead Base Paint pamphlet. Buyer Initials x RP

CHINESE/DEFECTIVE DRYWALL

During the time much of the United States was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks. Seller has made no inspection for and has no knowledge of the presence of Chinese/defective drywall affecting the Property, unless otherwise stated in the Counter Offer.

"AS-IS" DISCLOSURE

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that the Seller is selling and Buyer is purchasing the property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer, for Buyer's successors, heirs and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, State and/or Federal statutes, codes or ordinances. Buyer is not relying on Seller or its agents as to the condition of property and /or any improvements thereon, including but not limited to mold, roof, foundations, etc. THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION

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Buyer Initials x RP



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WARNING:

A winterization may have been performed at this property pursuant to a work order issued by the current owner. The sole purpose of a winterization is to prevent damage from freezing pipes. The winterization completed at this property was a system shut-down only; the plumbing system was not tested for damage or leaks. This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at this property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on, to assure that the system is operational.

Buyer Initials x RP

MOLD DISCLOSURE AND RELEASE

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the property known as 4396 VEGAS VALLEY DR, SUNRISE MANOR, NV, 89121. Such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify Seller and Seller's managing agents from any liability / recourse / damages (financial or otherwise). Buyer understands that Seller has taken no action to remediate mold. Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance. Wells Fargo Home Mortgage, Wachovia Mortgage, a division of Wells Fargo Bank, N.A. or managing agents are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put Buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts. This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

IMPORTANT NOTICE: This document may contain information that is considered confidential and may not be transmitted through unencrypted email. The transmission of information on this document should be completed by uploading to the Agent Portal or by faxing with a cover page to 1-855-694-0268.

Date x 08/25/2011
x Rob. Quel Limited
Buyer Name (printed)
Date _____

[Signature]
Buyer (signature)
Robert Quel (m)

Buyer Name (printed)
Date 8/20/11

Buyer (signature)

Jessica A. Gutierrez
Seller Name (printed)

[Signature]
Seller (signature)

Wachovia Mortgage, a division of Wells Fargo Bank, N.A.



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: August 2, 2011

Rob-Oval Limited, LLC ("Buyer"), hereby offers to purchase
4396 Vegas Valley Dr., Las Vegas, NV 89121 ("Property"),
within the city or unincorporated area of Las Vegas, County of Clark,
State of Nevada, A.P.N. # 161-08-211-012 for the purchase price of \$ 76,800.00
(Seventy-Six Thousand, Five Hundred 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:**
- A. **EARNEST MONEY DEPOSIT ("EMD")** is presented with this offer -OR- EMT directly to Titus Co. within one business day of acceptance.
(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.)
- 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, _____ 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 cash or certified funds to be paid at 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: Rob-Oval Limited, LLC BUYER(S) INITIALS: R.P.
Property Address: 4396 Vegas Valley Dr., Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]

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New Mexico Branch: 100 E. Warm Springs Rd. Las Vegas, NV 89117 Phone: (702) 439-4000 Fax: (702) 439-4100
Michael Wong Produced with ReForm® by JdeLyle 10000 E. Flamingo Ave. Suite 1000 Las Vegas, NV 89131

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

2 **A. NEW LOAN APPLICATION:** Within n/a 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 1 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(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:** NONE
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: Rob-Quel Limited, LLC BUYER(S) INITIALS: R-Q
Property Address: 4396 Vegas Valley Dr.
Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]
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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 Fidelity National Title Company title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with Pete Walter ("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) or before 09/23/2011
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 exception 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 \$150	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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
52 CIC Periodic Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
53 SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
54 Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
55 Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
56 Other: <u>None</u>	<input checked="" 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.

61 Buyer's Name: Rob-Qual Limited, LLC BUYER(S) INITIALS: R.P.
62 4396 Vegas Valley Dr.
63 Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]
64 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 one
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	CIC Transfer Fee	<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: CIC Package	<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"/>

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 The foregoing expenses for inspections and certifications will be paid outside of escrow unless the Parties present instructions
45 to the contrary prior to COB (along with the applicable invoices). 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 E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum
49 amount of \$ 2500 to correct defects and/or requirements disclosed by inspection reports, appraisals,
50 and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves
51 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: Rob-Oval Limited, LLC BUYER(S) INITIALS: RP
 4354 Vegas Valley Dr.
 Property Address: Las Vegas, NV 89121 SELLER(S) INITIALS: JD
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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 \$ ZERO
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 n/a Seller -OR- Buyer will pay for the Home Protection
15 Plan at a price not to exceed \$ n/a. 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 \$ n/a to Buyer's Broker for n/a.

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 (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: Rob-Quei Limited, LLC BUYER(S) INITIALS: R.P.

Property Address: 4396 Vegas Valley Dr. Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]

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1 **11. ADDITIONAL DISCLOSURES:**

2 **A. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640,

3 n/a is a licensed real estate agent in the State(s) of n/a, and has the
4 following interest, direct or indirect, in this transaction: Principal (Seller or Buyer) -OR- family relationship or business
5 interest: n/a

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); Gating 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: n/a

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.

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.

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

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.

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: Rob-Quel Limited, LLC BUYER(S) INITIALS: [Signature]

Property Address: 4396 Vegas Valley Dr. Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]

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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 3 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 \$ ZERO 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: Rob-Quel Limited, LLC BUYER(S) INITIALS: RL

Property Address: 4396 Vegas Valley Dr.
Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]

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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: Rob-Quel Limited, LLC BUYER(S) INITIALS: RL

Property Address: 4396 Vegas Valley Dr.
Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]

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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.

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 "PTI" 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:

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

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 read
43 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.
44

45 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
46 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
47 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
48

49 **26. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement
50 shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This
51 Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and
52 intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties
53 agree that the county and state in which the Property is located is the appropriate forum for any action relating to this
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: Rob-Quel Limited, LLC BUYER(S) INITIALS: R. P.

Property Address: 4396 Vegas Valley Dr.
Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]

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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-SEE Notice
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____

30 28. ADDITIONAL TERMS: Buyer acknowledges that the EMD of \$5,000.00 is non-refundable and
31 will close escrow as soon as the seller is ready.
32 The escrow will be transferred in as is condition with no warranty from seller.

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: Web-Cool Limited, LLC BUYER(S) INITIALS: W.C.
4396 Vegas Valley Dr.
Property Address: Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]
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Earnest Money Receipt

BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 3,000.00 evidenced by Cash, Cashier's Check, Personal Check, or Other EFT (Electronic Funds Transfer) payable to Fidelity National Title. Upon Acceptance, Earnest Money to be deposited within ONE (1) business day, with Escrow Holder, Buyer's Broker's Trust Account - OR - Seller's Broker's Trust Account

Date: 08/02/2011 Signed: [Signature] Buyer's Agent
Michael J Wrage

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: Rob-Quel Limited, LLC Date: 08/02/11 Time: 5:45 AM PM

Seller must respond by: 5:00 AM PM on (month) August, (day) 5, (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: Michael J Wrage Agent's Name: Michael J Wrage
Company Name: New Home Research Office Address: 330 E. Warm Springs Rd.
Phone: (702) 458-3390 Fax: (702) 260-4807
Email: Michael@nhr-inc.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: Wells Fargo Bank, N.A. Successor: by Merger w/ Wachovia Mtg FSB Date: 8/26/11 Time: 11:30 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: Rob-Quel Limited, LLC BUYER(S) INITIALS: [Signature]
Property Address: 4396 Vegas Valley Dr. Las Vegas, NV 89121 SELLER(S) INITIALS: [Signature]



**RBC
Royal Bank**

Royal Bank of Canada
Burnaby Main Branch
4370 Kingway
Burnaby, British Columbia V5H 4G9
Tel.: 604-665-1800
Fax: 604-713-2730

08/07/11

Dear Mr. Robert Prasad:

I am writing to confirm that you are currently a client in good standing with RBC. As part of your holdings, I confirm that there is a USD account currently valued today's date at 135,682.31. As well, he holds two investment accounts with balances of 103,832.64 and 503.76 respectively.

Should you have any further inquiries, please do not hesitate to contact us.

Yours Truly,

Gerald Choy
Manager, Client Care - Service

ROBERT PRASAD
1000 N. HAVANA AVE
SUITE 100
MIAMI, FL 33136
TEL: (305) 454-4000

DATE 10 08 20 11

288

NO OF THE
ORDER

FIDELITY NATIONAL TITLE COMPANY
FIVE THOUSAND US FUNDS \$5000



ROYAL BANK OF CANADA
COAST VENEZUELAN VILLAGE BRANCH
COAST VENEZUELAN RD
PORT OF SPAIN TRINIDAD AND TOBAGO

[Signature]

NAME

EMILY D 4396 VEGAS
YACHT BY DR. L.Y. NY.

#288# (07)LLD#003#543#58D#5#

ROB-QUEL LIMITED

Business Entity Information			
Status:	Active	File Date:	7/13/2010
Type:	Domestic Limited-Liability Company	Entity Number:	E0358292010-0
Qualifying State:	NV	List of Officers Due:	7/31/2011
Managed By:	Managing Members	Expiration Date:	
NV Business ID:	NV20101672647	Business License Exp:	Exempt - 003

Registered Agent Information			
Name:	BRUCE R. MUNDY, ATTORNEY AND COUNSELOR AT LAW	Address 1:	200 SOUTH VIRGINIA STREET, EIGHTH FLOOR
Address 2:		City:	RENO
State:	NV	Zip Code:	89501
Phone:		Fax:	
Mailing Address 1:	PO BOX 18811	Mailing Address 2:	
Mailing City:	RENO	Mailing State:	NV
Mailing Zip Code:	89511-0811		
Agent Type:	Noncommercial Registered Agent		

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers				<input type="checkbox"/> Include Inactive Officers
Managing Member - ROBERT PRASAD				
Address 1:	% BRUCE MUNDY, 200 S. VIRGINIA ST., 8TH FLOOR	Address 2:		
City:	RENO	State:	NV	
Zip Code:	89501	Country:	USA	
Status:	Active	Email:		

Actions/Amendments			
Action Type:	Articles of Organization		
Document Number:	00002806752-80	# of Pages:	1
File Date:	7/13/2010	Effective Date:	
(No notes for this action)			
Action Type:	Initial List		
Document Number:	20100818070-65	# of Pages:	1
File Date:	8/18/2010	Effective Date:	
(No notes for this action)			