



VACANT LAND PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: October 23, 2013

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Capital Homes LLC ("Buyer"), hereby offers to purchase 700 Block of Kiel St. Henderson, NV ("Property"), within the city or unincorporated area of Henderson, County of Clark, State of Nevada, Zip 89015, A.P.N. # 179-04-507-002 for the purchase price of \$ 430,000.00 ("Purchase Price") on the following terms and conditions:

Offer & Acceptance

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1. FINANCIAL TERMS & CONDITIONS:

\$ 5,000.00 A. **EARNEST MONEY DEPOSIT ("EMD")** is presented with this offer - OR - **Will Wire** Within 10 days of fully Accepted offer

(NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

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

\$ N/A C. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:**
 Conventional, 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.

\$ N/A D. **THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):**
 Conventional, Other (specify) _____ . Interest: Fixed rate, _____ years – OR – Adjustable Rate, _____ years. Initial rate of interest not to exceed _____ % . Monthly payment not to exceed \$ _____ , not including taxes, insurance and/or PMI or MIP.

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

\$ 425,000.00 F. **BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 430,000.00 G. **TOTAL PURCHASE PRICE.** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

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

Buyer's Name: Capital Homes LLC BUYER(S) INITIALS: / _____
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

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

2 **A. NEW LOAN APPLICATION:** Buyer agrees to submit a completed loan application with the required
3 information for loan qualification with a lender within N/A business days of Acceptance. Buyer agrees to use
4 Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement. If Buyer does not submit the
5 application in the above period, Buyer is in default of this Agreement. Buyer does -OR- does not authorize lender to provide
6 lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Different loan types have different
7 appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.
8

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

13 **C. APPRAISAL:** If an appraisal is required as part of this agreement, and if the appraisal is less than the purchase
14 price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the
15 Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal
16 to the appraisal. If neither option (1) or (2) is elected, and the Parties cannot renegotiate, then either Party may cancel this
17 Agreement upon written notice, in which event the EMD shall be returned to Buyer.
18

19 **3. SALE OF OTHER PROPERTY:** This Agreement is not -OR- is contingent upon the sale (and closing) of another
20 property which address is _____
21 Said Property is not -OR- is presently in escrow with _____
22 Escrow Number: _____ . Proposed Closing Date: _____
23

24 **4. ESCROW:**

25 **A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow").
26 Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement ("Opening of Escrow"),
27 at North American Title title or escrow company ("Escrow Company" or "Escrow Holder")
28 with Alisha Nelms ("Escrow Officer") (or such other escrow officer as Escrow Company may
29 assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement and receipt of the EMD
30 (if applicable). Escrow Holder will notify the Parties (through their respective Brokers) of the Opening date and the Escrow
31 Number.
32

33 **B. EARNEST MONEY:** Upon Seller and Buyer signing this Agreement and all counteroffers or addenda, Buyer's
34 EMD as shown in Paragraph 1(A) and 1(B) if applicable, of this Agreement, shall be deposited per the Earnest Money Receipt
35 Notice and Instructions contained herein.
36

37 **C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on (date) November 1, 2013 . If the designated
38 date falls on a weekend or holiday, COE shall be the next business day.
39

40 **D. 1099.** Seller is hereby made aware that there is a regulation which became effective January 1, 1987, that requires
41 all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this
42 transaction and the ESCROW HOLDER. ESCROW HOLDER is hereby authorized and instructed to provide this information to
43 the Internal Revenue Service after the close of escrow in the manner prescribed.
44

45 **E. FIRPTA.** If applicable, (as designated in the Seller's Response herein) Seller agrees to complete, sign, and deliver
46 to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the
47 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign
48 corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a
49 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov . Buyer and Seller
50 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
51 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW HOLDER
52 the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See 26 USC Section
53 1445).

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: Capital Homes LLC BUYER(S) INITIALS: / _____
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

1 **5. PRORATIONS, FEES AND EXPENSES (Check appropriate box):**
 2 **A. TITLE AND ESCROW FEES:**
 3

4	TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
5	Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Lender's Title Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Other: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Other: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Title Policy Endorsements	See Paragraph 6			

12
 13 **B. PRORATIONS:**
 14

15	TYPE	PAID BY SELLER	PRORATE	N/A
16	CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	CIC Periodic Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	SIDs / LIDs / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19	Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	Other: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	Other: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

22
 23 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available
 24 at closing. Any supplementals or adjustments that occur after COE will be handled by the parties outside of Escrow.
 25

26 **C. INSPECTIONS AND RELATED EXPENSES:** Acceptance of this offer is subject to the following
 27 reserved right. Buyer may have the Property inspected and select the licensed inspectors and/or other qualified professionals
 28 who will inspect the Property. If applicable, Seller will ensure that necessary utilities (gas, power and water) are turned on and
 29 supplied to the Property within two (2) business days after execution of this Agreement. (It is strongly recommended that Buyer
 30 retain licensed Nevada professionals to conduct inspections.) These elections are for the benefit of Buyer and may be waived at
 31 any time by Buyer prior to COE.
 32

33	TYPE	PAID BY SELLER	PAID BY BUYER	WAIVED	N/A
34	Appraisal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
35	CIC Capital Contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
36	CIC Transfer Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37	Land Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38	Septic Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39	Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40	Well Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
41	Other: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

42
 43 **D. CERTIFICATIONS:**
 44

45	TYPE	PAID BY SELLER	PAID BY BUYER	WAIVED	N/A
46	Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
47	Well	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
48	Other: <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

49
 50 The foregoing expenses for inspections and certifications will be paid outside of Escrow unless the Parties present instructions to
 51 the contrary prior to COE (along with the applicable invoice). A certification is not a warranty. All inspections and
 52 certifications are to be performed by a company licensed and bonded in Nevada. Notwithstanding the above elections, in the event
 53 an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification. This section

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Buyer's Name: Capital Homes LLC BUYER(S) INITIALS: / _____
 700 Block of Kiel St. Henderson, NV
 Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

1 is for the benefit of Buyer and may be waived hereafter by Buyer prior to COE.

2

3 **E. LENDER'S FEES:** In addition to Seller's expenses above, Seller will contribute \$ N/A to
4 Buyer's Lender's Fees and Buyer's Title and Escrow Fees including -OR- excluding costs which Seller must pay pursuant
5 to loan program requirements.

6

7 **F. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY:** Seller agrees to pay a maximum amount of
8 \$ N/A to correct defects and/or requirements disclosed by Seller's Vacant Land Disclosure, inspection
9 reports and/or appraisals. It is Buyer's responsibility to inspect the Property to determine if the Property is suitable for Buyer's
10 intended use.

11

12 **6. TITLE INSURANCE:** Upon COE, Buyer will be provided with the following type(s) of title insurance policy:
13 CLTA (Basic) -OR- ALTA (Residential) -OR- ALTA-Extended (requiring a survey).
14 LP-10
15 Joint Protection Policy (in the event of Seller financing).
16 Additional Endorsement(s) required (indicate the party to pay): N/A

17

18

19 **7. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon purchase price, and Seller shall tender
20 to Buyer marketable title to the Property free of all encumbrances other than: (1) current pro-rata Property taxes; (2) covenants,
21 conditions and restrictions (CC&R's) and related restriction; (3) zoning or master plan restrictions and public utility easements; and
22 (4) obligations assumed and encumbrances accepted by Buyer prior to COE.

23

24 **8. COMMON OWNERSHIP INTEREST PROPERTIES:** If the Property is subject to a Common Interest Community
25 ("CIC"), Seller or his authorized agent shall request the CIC documents and certificate listed in NRS 116.4109 (collectively, the
26 "resale package") within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of
27 Seller's receipt thereof. Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following
28 the date of receipt of the resale package. If Buyer does not receive the resale package within fifteen (15) calendar days of
29 Acceptance, this Agreement may be cancelled in full by Buyer without penalty. If Buyer elects to cancel the Agreement pursuant
30 to this section, Buyer must deliver, via hand delivery or prepaid U.S. mail, a written notice of cancellation to Seller or his
31 authorized agent identified in Section 28 of this Agreement. Upon such written cancellation, Buyer shall promptly receive a refund
32 of the EMD. The parties agree to execute any documents requested by Escrow Holder to facilitate the refund. If written
33 cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all
34 outstanding CIC fines or penalties at COE.

35

36 **9. DELIVERY OF POSSESSION:** Seller agrees to vacate the Property and tender possession no later than COE. In the event
37 Seller does not vacate the Property by COE, Seller shall be considered a trespasser and shall be liable to Buyer for the sum of
38 \$ 100.00 per calendar day in addition to Buyer's legal and equitable remedies. Any personal property left on
39 the Property after COE shall be considered abandoned by Seller.

40

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

43

- 44 **Pest Notice Form** (not required by Nevada law)
- 45 **Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer**
- 46 **Open Range Disclosure Form (NRS 113.065)**
- 47 **Seller's Vacant Land Disclosure Form**
- 48 Other (list) _____
- 49

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: Capital Homes LLC BUYER(S) INITIALS: / _____
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

1 **11. LICENSEE DISCLOSURE OF INTEREST (BUYER):** Pursuant to NRS 645.252(1)(c), a real estate licensee must
2 disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. N/A
3 _____ is a licensed real estate agent in the State(s) of N?A,
4 and has the following interest, direct or indirect, in this transaction: Principal (Buyer) -OR- family or firm relationship with
5 Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) N/A
6

7 **12. BUYER'S DUE DILIGENCE:**

8 **A. DUE DILIGENCE PERIOD:** Buyer shall have 10 calendar days from Acceptance to complete Buyer's
9 Due Diligence. (If utilities are not supplied by the deadline referenced herein, if applicable, or if the Disclosures are not delivered
10 to Buyer by the deadline referenced herein, then Buyer's Due Diligence period will be extended by the same number of calendar
11 days that Seller delayed supplying the utilities or delivering the Disclosures, whichever is longer.) During this period Buyer shall
12 have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed
13 herein, the EMD will be refunded to Buyer. **If Buyer provides Seller with notice of objections, the Due Diligence Period will be**
14 **extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections.** If Buyer fails
15 to cancel this Agreement within the Due Diligence Period, Buyer will be deemed to have waived the right to cancel under this
16 section.
17

18 **B. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action
19 as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the
20 property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the
21 Property (such as availability of utilities, water, and postal service, presence of easements, access, location of flood zones, airport
22 noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways,
23 railroads, places of worship, schools, etc. or any other concerns Buyer may have related to the Property). During such Due
24 Diligence Period, Buyer shall have the right to have non-destructive inspections of all water/well/septic, survey, square footage,
25 and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to
26 provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless
27 with respect to any injuries suffered by Buyer or third parties while on Seller's Property conducting such inspections, tests or
28 walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that
29 are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties
30 on the Property.
31

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

42 **D. AIRPORT NOISE:** Buyer hereby acknowledges the proximity of various overflight patterns, airports and
43 helipads including, but not limited to, Nellis Air Force Base, McCarran International Airport, the North Las Vegas Airport,
44 and/or the Henderson Executive Airport to the Property. Buyer also fully understands that existing and future noise levels at
45 this location, associated with existing and future airport operations, may have an effect upon the livability, value, and suitability of
46 the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and
47 that future demand and airport operations may increase significantly. For further information, contact the Clark County
48 Department of Aviation and/or Federal Aviation Administration.
49

50 **E. CANCELLATION DUE TO INSPECTION REPORT:** If Buyer cancels this Agreement due to a specific inspection
51 report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone
52 number of the inspector.

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: Capital Homes LLC BUYER(S) INITIALS: / _____
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

1
2 **13. WATER RIGHTS:** The following water rights will be transferred with the sale of the Property with no real value
3 unless stated otherwise herein: N/A
4
5
6

7 **14. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
8 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
9 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to
10 Buyer.
11

12 **15. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable by
13 Buyer.
14

15 **16. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the
16 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
17 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
18 (unless otherwise provided herein).
19

20 **17. DEFAULT:**

21
22 **A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the
23 parties agree to engage in mediation, a dispute resolution process, through GLVAR in accordance with GLVAR's rules of
24 procedure. Notwithstanding the foregoing, in the event Buyer finds it necessary to file a claim for specific performance, this
25 paragraph shall not apply.
26

27 **B. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, Seller shall have one of
28 the following legal recourses against Buyer (**initial one only**):
29

30 As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the
31 Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable
32 estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional
33 deposit not considered part of the EMD in Paragraph 1(B) herein shall be immediately released by Escrow Holder to
34 Buyer.

35 **-OR-**

36 Seller shall have the right to recover from Buyer all of Seller's actual damages that Seller may
37 suffer as a result of Buyer's default including, but not limited to, commissions due, expenses incurred until the Property
38 is sold to a third party and the difference in the sales price.
39

40 **C. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or
41 equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by
42 Buyer due to Seller's default.
43

Instructions to Escrow

44 **18. ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy,
45 Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, except losses or
46 expenses as may arise from Escrow Holder's negligence or willful misconduct. If conflicting demands are made or notices
47 served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in
48 interpleader and obtain an order from the Court authorizing Escrow Holder to deposit all such documents and monies with the
49 Court, and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among
50 themselves. Upon the entry of an order authorizing such Interpleader, Escrow Holder shall be fully released and discharged

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: Capital Homes LLC BUYER(S) INITIALS: /
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

1 from any obligations imposed upon it by this Agreement; and Escrow Holder shall not be liable for the sufficiency or correctness
2 as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any
3 person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any
4 agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be
5 limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition
6 in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow,
7 in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses
8 attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties
9 hereto.

10
11 **19. UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW
12 HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada
13 Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge
14 shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW
15 HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held
16 by ESCROW HOLDER.

Brokers

17
18 **20. BROKER FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay
19 Listing Broker and Buyer's Broker, who becomes by this clause a third party beneficiary to this Agreement, that certain sum and/or
20 percentage of the purchase price (commission), that Seller, or Seller's Broker, offered for the procurement of ready,
21 willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees
22 that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue
23 all legal recourse against Seller for any commission due. **In addition to any amount due to Buyer's Broker from Seller or
24 Seller's Broker, Buyer will -OR- will not pay Buyer's Broker additional compensation in an amount determined
25 between the Buyer and Buyer's Broker.**

26
27 **21. WAIVER OF CLAIMS.** Buyer and Seller agree that they are not relying upon any representations made by Brokers
28 or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or
29 warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE.
30 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make
31 such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
32 against Brokers for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or
33 hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways,
34 airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct
35 walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs,
36 inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to
37 the amount of that Broker's commission/fee received in this transaction.

Other Matters

38
39
40 **22. DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
41 contract by affixing their signatures to this Agreement. "Agent" means a licensee working under a Broker. "Agreement"
42 includes this document as well as all accepted counteroffers and addenda. "ALTA" means the American Land Title
43 Association." "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
44 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
45 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
46 a calendar day from/to midnight unless otherwise specified. "CIC" means Common Interest Community (formerly known as
47 "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time, non-administrative fee, cost or
48 assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged
49 by a CIC to transfer ownership records. "CLTA" means the California Land Title Association. "COE" means the time of

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Buyer's Name: Capital Homes LLC BUYER(S) INITIALS: /
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: /

1 recordation of the deed in Buyer's name. "**Default**" means the failure of a Party to observe or perform any of its material
2 obligations under this Agreement; also known as breach of contract. "**Down Payment**" is the Purchase Price less loan amount(s).
3 "**EMD**" means Buyer's earnest money deposit. "**Escrow Holder**" means the neutral party that will handle the escrow. "**FHA**" is
4 the U.S. Federal Housing Administration. "**GLVAR**" means the Greater Las Vegas Association of REALTORS®. "**Good Funds**"
5 means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "**IRC**" means the
6 Internal Revenue Code (tax code). "**Joint Protection**" is a type of title insurance that protects both the owner and lender. "LP-10"
7 means "N/A" means not applicable. "**LID**" means Limited Improvement District. "**NRS**" means Nevada Revised Statutes as
8 Amended. "**Party**" or "**Parties**" means Buyer and Seller. "**PITI**" means principal, interest, taxes, and hazard insurance. "**PMI**"
9 means private mortgage insurance. "**PTR**" means Preliminary Title Report. "**Property**" means the real property and any personal
10 property included in the sale as provided herein. "**Receipt**" means delivery to the party or the party's agent. "**Seller**"
11 means one or more individuals or the entity that is the owner of the Property. "**SID**" means Special Improvement District. "**Title**
12 **Company**" means the company that will provide title insurance. "**USC**" is the United States Code. "**VA**" is the Veterans
13 Administration.
14

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

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

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

24 **C.** Except as otherwise provided in Paragraph 8, when a Party wishes to provide notice as required in this Agreement,
25 such notice shall be sent regular mail and/or by facsimile to the Agent for that Party. The notification shall be effective when
26 mailed and/or faxed. Any cancellation notice shall be contemporaneously faxed to Escrow.
27

28 **24. PERSONAL PROPERTY:** The following personal property will be transferred with the sale of the Property with no real
29 value unless stated otherwise herein: N/A
30

31 **25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing
32 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to
33 the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
34

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

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

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

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

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Buyer's Name: Capital Homes LLC BUYER(S) INITIALS: / _____
700 Block of Kiel St. Henderson, NV
Property Address: Henderson, 89015 SELLER(S) INITIALS: _____ / _____

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

4
5 27. ADDENDUM(S) ATTACHED: Addendum A, Proof of funds,

6 _____
7 _____

8 28. ADDITIONAL TERMS: _____

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

Earnest Money Receipt

27
28 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 5,000.00
29 evidenced by Cash, Cashier's Check, Personal Check, or Other **Wire**
30 payable to _____ . Upon Acceptance, Earnest Money to be deposited within ONE (1)
31 business day, with Escrow Holder, Buyer's Broker's Trust Account, - OR - Seller's Broker's Trust Account

32
33
34 Date: _____ Signed: _____ Buyer's Agent.

35

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BUYER(S) INITIALS: / _____

700 Block of Kiel St. Henderson, NV

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