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11 Attorneys for Court-Appointed Receiver
 12 KRISTA L. FREITAG

13 UNITED STATES DISTRICT COURT
 14 CENTRAL DISTRICT OF CALIFORNIA

15
 16 SECURITIES AND EXCHANGE
 COMMISSION,

17 Plaintiff,

18 vs.

19 INTEGRATED NATIONAL
 20 RESOURCES, INC. dba
 WEEDGENICS, ROLF MAX
 21 HIRSCHMANN aka "MAX
 BERGMANN," PATRICK EARL
 22 WILLIAMS,

23 Defendants, and

24 WEST COAST DEVELOPMENT LLC,
 INR CONSULTING LLC (WYOMING
 25 ENTITY), OCEANS 19 INC.,
 AUTOBAHN PERFORMANCE LLC,
 26 ONE CLICK GENERAL MEDIA INC.,
 OPUS COLLECTIVE, JOHN ERIC
 27 FRANCOM, INR-CA INVESTMENT
 HOLDINGS, LLC, MICHAEL
 28 DELGADO, TOTAL SOLUTION
 CONSTRUCTION LLC. BAGPIPE

Case No. 8:23-cv-00855-JWH-KES

**DECLARATION OF KRISTA L.
 FREITAG IN SUPPORT OF
 RECEIVER'S MOTION FOR
 (A) APPROVAL OF SALE OF REAL
 PROPERTY LOCATED AT 7691
 GRACEMOOR COURT, LAS
 VEGAS, NEVADA; AND
 (B) AUTHORITY TO PAY
 BROKER'S COMMISSION**

Date: October 18, 2024
 Time: 9:00 a.m.
 Ctrm: 9D
 Judge: Hon. John W. Holcomb

1 HOLDINGS LLC, BAGPIPE
MULTIMEDIA LLC, TYLER
2 CAMPBELL, INR CONSULTING LLC
(CALIFORNIA ENTITY), HIDDEN
3 SPRINGS HOLDINGS GROUP LLC,
and ALEXANDRIA PORTER BOVEE
4 aka "AIA MONTGOMERY",

5 Relief Defendants.

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1 I, Krista L. Freitag, declare as follows:

2 1. I am the permanent receiver for Defendant Integrated National
3 Resources, Inc. d/b/a WeedGenics (“INR”), and Relief Defendants West Coast
4 Development LLC, INR Consulting LLC (Wyoming entity), Oceans 19 Inc.,
5 Autobahn Performance LLC, One Click General Media Inc., Opus Collective, INR
6 Consulting LLC (California entity), Hidden Springs Holdings Group LLC, Total
7 Solution Construction LLC, Bagpipe Holdings LLC, Bagpipe Multimedia LLC, and
8 INR-CA Investment Holdings, LLC, and their subsidiaries and affiliates
9 (collectively, the “Receivership Entities”). I make this declaration in support of my
10 Motion for (A) Approval of Sale of Real Property Located at 7691 Gracemoor
11 Court, Las Vegas, Nevada; and (B) Authority to Pay Broker’s Commission
12 (“Motion”). I have personal knowledge of the facts set forth herein and, if called as
13 a witness, could and would competently testify to such facts under oath.

14 2. The receivership estate currently holds six real properties, which
15 properties include a single-family residence located at 7691 Gracemoor Court, Las
16 Vegas, Nevada (“Gracemoor Property”). The Gracemoor Property has four
17 bedrooms and three bathrooms, and was purchased by Receivership Entity
18 Autobahn Performance LLC (“Autobahn”). The Gracemoor Property was
19 purchased in July 2021 for \$825,000. After purchasing the property, significant
20 changes were made to the property to change the home. Two bedrooms and a
21 bathroom appear to have been combined and subsequently used as a workout/gym
22 area. Other bedrooms appear to have been used as office space and a recording
23 studio. Additionally, a separate outdoor carport/garage unit was constructed (further
24 discussed below). Because the improvements appear to be highly specific to the
25 tastes of the previous occupants, they were not valued by the general market and
26 thus the funds spent improving this property are not reflected in the sale price. The
27 total spent on the changes exceeded \$700,000.

28

1 3. Upon my appointment, my staff and I performed an analysis of the
2 value of the Gracemoor Property, including a review of automated valuation scores
3 for the property. At that time (May 2023), the automated value of the property was
4 \$865,000. The property was previously occupied by a friend of Defendant
5 Hirschman (described as such by Hirschmann’s counsel) under a rent agreement that
6 contained various non-customary terms including the annual payment of rent in
7 cash. At the end of March, that lease expired, and the tenant moved out. The
8 automated value in April 2024 was \$950,000.

9 4. In the months following my appointment, I learned that the
10 Homeowners Association (“HOA”) for the community in which the Gracemoor
11 Property is located claimed that the carport/garage unit constructed after Autobahn
12 purchased the property was not constructed consistent with the plans that had been
13 submitted to and approved by the HOA. The HOA has assessed a weekly fine
14 against the property of \$100 for the violation. Through the broker, I have made all
15 prospective purchasers aware of the alleged violation, including the fines, and have
16 made it clear that they would need to either remove the structure, modify it, or come
17 to some other kind of resolution of the matter with the HOA. In addition to the
18 statutorily required HOA disclosures, through the broker, I have also provided a
19 copy of a Notice of Non-Compliance prepared by the HOA.

20 5. After obtaining permission from the Court to market receivership real
21 properties for sale, my staff consulted with multiple licensed brokers about the value
22 of the property and terms of a potential listing agreement. The listing agents
23 generally recommended a list price between \$950,000 and \$1,200,000, with most
24 expecting the home to sell for less than \$1,150,000. Most brokers required a
25 commission in the 4.5% to 6% range (including the portion to be shared with the
26 buyer’s broker). The listing agent I ultimately selected, Keller Williams Realty –
27 The Marketplace (“Broker”), offered a flat commission of \$15,000 (approximately
28 1.4% based on the current offered price) and 2% to a buyer’s agent. The listing

1 agent was also willing to list the property for the higher \$1,200,000 price. The
2 property was listed for sale at the end of April 2024; however, additional time was
3 spent before the marketing commenced to make minor wear and tear repairs to the
4 home and to give me time to try to resolve the dispute with the HOA over the
5 retroactively unapproved structure. I was unable to resolve the dispute, and at the
6 Broker's recommendation, marketing commenced in June 2024.

7 6. The Gracemoor Property was listed on the local MLS, which syndicates
8 information on all major real estate platforms including Zillow, Redfin, and
9 Realtor.com. The Broker held several open houses and showed the property to all
10 interested parties. After approximately one month with dozens of showings but not
11 offers, in consultation with the Broker, I lowered the listing price to \$1,140,000 (a
12 5% reduction). I then received an offer and negotiated a sale price of \$1,055,000
13 with Shai and Eden Shnaider Cohen ("Buyer"). The deposit is \$15,000, which
14 amount has been released from escrow to the receivership estate. In addition to the
15 typical terms of a sale, the Buyer also accepted terms required by the receivership
16 (regarding the potential for an overbid/auction) and agreed to purchase the property
17 with the HOA Notice of Non-Compliance. Through Broker, the prospective
18 purchasers who showed interest in the property have been invited to participate in
19 the overbid/auction process and the property remains on the market. The MLS
20 listing has also been updated to seek overbidders.

21 7. I believe the proposed sale to Buyer pursuant to the Agreement is in the
22 best interests of the estate. The Gracemoor Property was listed on the MLS with a
23 licensed broker, several open houses were held, and the property was shown to all
24 interested parties. The property was on the market for several months with dozens
25 of showings, an offer was received, terms negotiated, and the Agreement signed. I
26 have found no evidence that the proposed sale is anything other than an ordinary
27 arm's length transaction. The purchase price is fair and reasonable, it exceeds the
28 automated values, and the price the property was purchased for in 2021.

1 8. With respect to Broker's commission, Broker appears to have broadly
2 marketed the Gracemoor Property for sale, to include its posting on the MLS and its
3 own website and holding several open houses. The listing agreement is standard for
4 the local area and the commission offered is consistent with the lower range of
5 industry standards for commissions paid to brokers for sales of residential
6 properties. In negotiating the commission rate, I considered a recently enacted
7 settlement that the National Association of Realtors entered with the Department of
8 Justice. Accordingly, I request authorization to pay Broker the commission amount
9 in accordance with the listing agreement.

10 I declare under penalty of perjury that the foregoing is true and correct.

11 Executed on September 6, 2024, at Los Angeles, California.

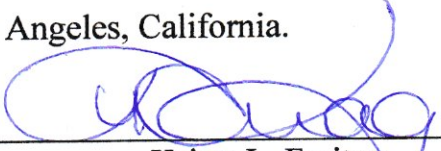
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13 _____
14 Krista L. Freitag
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EXHIBIT A

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RESIDENTIAL PURCHASE AGREEMENT



(Joint Escrow Instructions)

1 _____ Date: 07/08/2024

2 Shai and Eden Shnaider Cohen (“Buyer”, hereby offers to purchase

3 7691 Gracemoor Court (“Property”),

4 within the city or unincorporated area of Las Vegas, County of Clark,

5 State of Nevada, Zip 89149 A.P.N # 125-33-712-006 for the purchase price of

6 \$ 1,000,040.00 (one million and fourty thousand (dollars) (“Purchase Price”))

7 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:

11 \$ 15000.00 A. EARNEST MONEY DEPOSIT (“EMD”) is presented with this offer -OR- wired

12 _____. Upon Acceptance, Earnest Money to be

13 deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) -OR- _____

14 business days if wired to: Escrow Holder, Buyer’s Broker Trust Account -OR- Seller’s Broker’s Trust

15 Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to

16 write a check for which there are insufficient funds. NRS 193.130(2)(d).)

18 \$ 0 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The

19 additional deposit will —OR— will not be considered part of the EMD. (Any conditions on the

20 additional deposit should be set forth in Section 29 herein.)

22 \$ 700,040.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:

23 Conventional, FHA, VA, Other (specify) _____.

24 \$ 0 D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE

25 FOLLOWING EXISTING LOANS(S):

26 Conventional, FHA, VA, Other (specify) _____.

27 Interest: Fixed rate, _____ years —OR— Adjustable Rate, _____ years. Seller further agrees to

28 provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer

29 within FIVE (5) calendar days of acceptance of offer.

31 \$ 0 E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS

32 IN THE “FINANCING ADDENDUM” which is attached hereto.

34 \$ 285,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to

35 Close of Escrow (“COE”).

37 \$ 1,000,040.00 G. TOTAL PURCHASE PRICE (This price DOES NOT include closing costs, prorations, or other fees

38 and costs associated with the purchase of the Property as defined herein.)

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

Buyer’s Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS: SC ES / /

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS: EF / /

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

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

B. **APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 17 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

C. **LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 21 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

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

3. **SALE OF OTHER PROPERTY:**

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

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

The following additional items of personal property are also included:
All items included per the MLS dated 7/8/2024 and on the property at the time of buyer's viewing.

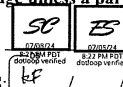
Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer

Buyer's Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS: SP ES

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS: EF

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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 Acceptance of this Agreement
4 (“Opening of Escrow”), at Driggs title or escrow company (“Escrow Company” or
5 “ESCROW HOLDER”) with Teonne Ogden (“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. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and
8 the Escrow Number.

9 **B. EARNEST MONEY:** Upon Acceptance, Buyer’s EMD as shown in Section 1(A), and 1(B) if applicable,
10 of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable, and subject to NRS
11 645.A.175

12 **C. CLOSE OF ESCROW:** Close of Escrow (“COE”) shall be on or before TBD per Probate
13 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

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

19 **6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller’s ability to deliver, good and
20 marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase
21 price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate
22 marketable title or its equivalent and shall be paid for as set forth in Section 8(A).
23

24 **7. BUYER’S DUE DILIGENCE:** Buyer’s obligation is **–OR–** is not conditioned on the Buyer’s Due Diligence
25 as defined in this section 7(A) below. This condition is referred to as the “Due Diligence Condition” if checked in the
26 affirmative, Sections 7 (A) through (C) shall apply; otherwise, they do not. Buyer shall have 10 calendar days following
27 the date of Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer’s Due Diligence. Seller agrees to
28 cooperate with Buyer’s Due Diligence. **Seller shall ensure that all necessary utilities (gas, power and water) and all**
29 **operable pilot lights are on for Buyer’s investigations and through the close of escrow.**

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



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


55 **C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential
56 Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer’s Due Diligence,
57 as provided in Section 7, **Buyer shall be deemed to have waived the Due Diligence Condition.**
58

59 BUYER’S INITIALS:   / _____

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

Buyer’s Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS:   / _____

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS:   / _____

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

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

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

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

23 **8. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER,
 24 50/50, WAIVED or N/A.)

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

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	BUYER	Owner's Title Policy	SELLER
Real Property Transfer Tax	SELLER	Appraisal	BUYER	Other:	SELLER

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

32 **C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall
 33 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
 35 deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business
 36 days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each
 37 such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by
 38 providing notice to Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the
 39 Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted
 40 Exceptions."

41 **D. CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute
 42 \$ 0 to Buyer's Lender's Fees including ~~OR~~ excluding costs which Seller must pay pursuant to

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.
 Buyer's Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS: SP ES

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS: EF

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1 loan program requirements, Title and Escrow Fees and/or Buyer’s reoccurring and non-reoccurring closing fees that may
 2 include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g.,
 3 FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties’ rights and costs
 4 under this Agreement.

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

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

15 **10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community (“CIC”),
 16 Seller shall provide **AT SELLER’S EXPENSE the CIC documents as required by NRS 116.4109** (collectively, the
 17 “resale package”). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to
 18 Buyer within one (1) business day of Seller’s receipt thereof.

- 19 • Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth
 20 (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this
 21 Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic
 22 transmission, a written notice of cancellation to Seller or his or her authorized agent.
- 23 • If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this
 24 Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered
 25 pursuant to Section 24 of the RPA.
- 26 • Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute
 27 any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received
 28 within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding
 29 CIC fines or penalties at COE.

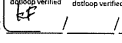
30 **A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER,
 31 BUYER, 50/50, WAIVED or N/A.)

Type	Paid By	Type	Paid By
CIC Demand	SELLER	CIC Capital Contribution	SELLER
Final Inspection Fee	SELLER	CIC Transfer Fee/Setup Fee	SELLER

32

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

Buyer’s Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS:  / _____

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS:  / _____



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- 1 **11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the**
 2 **following Disclosures and/or documents. Check applicable boxes.**
- 3 **Seller Real Property Disclosure Form: (NRS 113.130)**
 4 **Open Range Disclosure: (NRS 113.065)**
 5 **Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real**
 6 **Property Disclosure Form (NRS 40.688)**
 7 **Lead-Based Paint Disclosure and Acknowledgement: required if constructed before 1978 (24 CFR 745.113)**
 8 **"Hey..." It's A Smart Home Disclosure**
 9 **Solar Panel (Photovoltaic-PV)**
 10 **Other: (list) _____**
- 11 **12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard**
 12 **to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or**
 13 **handicap and any other current requirements of federal or state fair housing laws.**
- 14
- 15 **13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through**
 16 **of the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances,**
 17 **heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure**
 18 **Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted**
 19 **by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including**
 20 **all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no**
 21 **power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-**
 22 **through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is**
 23 **being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other**
 24 **obligations. If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects**
 25 **of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have**
 26 **reasonably been identified by a walk-through inspection, except as otherwise provided by law.**
- 27
- 28 **14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door**
 29 **opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees**
 30 **to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than**
 31 **COE -OR- _____.** In the event Seller does not vacate the Property by this time, Seller shall be
 32 considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property
 33 after the date indicated in this section shall be considered abandoned by Seller.
- 34
- 35 **15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any**
 36 **material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and**
 37 **Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall**
 38 **shift to Buyer.**
- 39
- 40 **16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable**
 41 **unless agreed upon in writing by all parties.**
- 42
- 43 **17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the**
 44 **terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for**
 45 **any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this**
 46 **transaction (unless otherwise provided herein or except as otherwise provided by law).**
- 47
- 48 **18. DEFAULT:**
- 49 **A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the**
 50 **parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties.**
 51 **Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the**
 52 **Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have**
 53 **an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties**
 54 **confirm that they have read and understand this section and voluntarily agree to the provisions thereof.**

55 **BUYER(S) INITIALS:**   / _____ **SELLER(S) INITIALS:** _____ / _____ / _____ / _____

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

Buyer's Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS:   / _____

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS:  / _____ / _____ / _____

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1 **B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal
2 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer’s actual damages
3 incurred by Buyer due to Seller’s default.
4

5 **C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller’s sole legal
6 recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller’s actual damages
7 would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a
8 result of Buyer’s default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B)
9 herein will be immediately released by ESCROW HOLDER to Buyer.
10

11 **Instructions to Escrow**
12

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

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

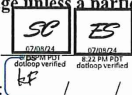
36 **Brokers**
37

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

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

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

Buyer’s Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS: SP ES
Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS: EF
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1 acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood
2 zone; (e) the Property’s proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax
3 consequences; or (h) factors related to Buyer’s failure to conduct walk-throughs or inspections. Buyer assumes full
4 responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems
5 necessary. In any event, Broker’s liability is limited, under any and all circumstances, to the amount of that Broker’s
6 commission/fee received in this transaction.
7

8 **Other Matters**
9

10

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


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


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

42 **B.** When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail,
43 personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The
44 notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the
45 case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
46 Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.
47

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

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

Buyer’s Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS:   /

Property Address: 7691 Gracdemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS:  / / /

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

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

21
22 **THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal**
23 **and tax advice to review the terms of this Agreement.**
24


25 **THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®**
26 **(GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY**
27 **PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO**
28 **ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN**
29 **APPROPRIATE PROFESSIONAL.**
30

31 **28. ADDENDUM/ADDENDA ATTACHED:** Probate Disclosure
32 _____
33 _____
34 _____

35 **29. ADDITIONAL TERMS:** _____
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____
42 _____
43 _____
44 _____
45 _____
46 _____
47 _____
48 _____
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(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS:   / _____

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS:  / _____

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1 **Buyer's Acknowledgement of Offer**


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


4
 5 Buyer's Broker: Juan A Martinez Agent's Name: Sandra Knopow
 6 Company Name: C21 Americana Agent's License Number: S177011
 7 Broker's License Number: B178 Office Address: 6590 S Rainbow Blvd
 8 Phone: 702-296-9999 City, State, Zip: Las Vegas, NV 89118
 9 Fax: _____ Email: sandy.knopow@c21americana.com

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

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


19 Seller must respond by: 5 (AM PM) on (month) 7, (day) 12, (year) 2024 Unless this
 20 Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and
 21 time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each
 22 provision of this Agreement, and all signed addenda, disclosures, and attachments.

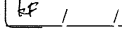
24  dotloop verified 07/08/24 8:27 PM PDT 8P79-BU3Q-BNRR-TD6X Shai Cohen _____ AM PM
 25 Buyer's Signature Buyer's Printed Name Date Time

28  dotloop verified 07/08/24 8:22 PM PDT YBEA-ABCI-EPZH-VDVL Eden Shnaider Cohen _____ AM PM
 29 Buyer's Signature Buyer's Printed Name Date Time

33 _____ AM PM
 34 Buyer's Signature Buyer's Printed Name Date Time

37 _____ AM PM
 38 Buyer's Signature Buyer's Printed Name Date Time

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is
 otherwise modified by addendum or counteroffer.
 Buyer's Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS: 

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS: 

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Seller's Response

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

Seller's Broker: <u>JC Melvin</u>	Agent's Name: <u>Tania Michaels</u>
Company Name: <u>KELLER WILLIAMS</u>	Agent's License Number: <u>S56219</u>
Broker's License Number: <u>B11681</u>	Office Address: <u>10000 W Charleston Blvd #130</u>
Phone: <u>702-877-2500</u>	City, State, Zip: <u>Las Vegas, Nevada 89135</u>
Fax: _____	Email: <u>no-reply@michaelsteam.com</u>

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

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

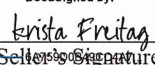
FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign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

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

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. Addendum.



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

<small>DocuSigned by:</small> 	Krista Freitag, solely in her capacity as Receiver	7/11/2024	_____ : _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time	

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

_____	_____	_____	_____	: _____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Seller's Signature	Seller's Printed Name	Date	Time		

Each party acknowledges that he/she has read, understood, and agrees, to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.
Buyer's Name(s): Shai and Eden Shnaider Cohen BUYER(S) INITIALS:   / _____

Property Address: 7691 Gracemoor Court Las Vegas, NV 89149 SELLER(S) INITIALS: _____ / _____ / _____
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COUNTER OFFER NO. #1 to Addendum #1

ATTENTION: Tania Michaels COMPANY: Keller Williams Realty
(Agent) (Name)

The Offer Counter Offer made by: Seller Buyer Autobahn Performance LLC/Krista Freitag
(Name)

to Buy Sell the real property commonly known as: 7691 Gracemoor Court
dated: July 11th, 2024 is not accepted in its present form, but the following Counter Offer
is hereby submitted:

Purchase price to be 1,055,000.00. All other terms to remain the same.

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

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms
agreed to in Counter Offer(s) No. Addendum 1.

EXPIRATION: Buyer Seller must respond by: 5 AM PM on (month) July,
(day) 13th, (year) 2024. Unless this Counter Offer is accepted by execution below
and delivered to the Buyer's Seller's Broker before the above date and time, this Counter Offer shall
lapse and be of no further force and effect.

Date: _____

Buyer Seller Shai Cohen Signature
dotloop verified 07/12/24 7:15 PM PDT MLXL-HOUC-0X56-Q2IB

Time: _____

Buyer Seller Eden Shnaider Cohen Signature
dotloop verified 07/12/24 5:02 PM PDT 0W1W-ATUH-MSIX-LCRQ

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

Date: 7/23/2024

Buyer Seller Krista Freitag Signature
seller in capacity as Receiver for Autobahn Performance, LLC

Time: _____

Buyer Seller _____ Signature

Counter Offer Rev. 5/12

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ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT

THIS ADDENDUM ("ADDENDUM") CONTAINS IMPORTANT SELLER DISCLOSURES RELATING TO CHARACTERISTICS OF THE PROPERTY AND A WAIVER AND RELEASE BY BUYER OF KNOWN AND UNKNOWN CLAIMS AGAINST SELLER

This Addendum to that certain Residential Purchase Agreement dated July 8, 2024 ("Purchase Agreement") is made on July 11, 2024 by and between Autobahn Performance LLC, a Wyoming limited liability company ("Seller") by and through Krista Freitag ("Receiver"), solely in her capacity as Receiver in the case entitled SEC v Integrated National Resources, Inc., et. al. in the United States District Court for the Central District of California ("Court") case no. 8:23-cv-JWH-KESx ("Action") and Shai and Eden Shnaider Cohen ("Buyer"). Buyer and Seller shall sometimes herein be referred to as the "Parties."

The Parties agree as follows:

1. The sale price shall be \$1,090,000.
2. Capitalized terms in this Addendum shall have the same meaning as those terms are defined in the Purchase Agreement.
3. The terms of this Addendum shall supersede and control over inconsistent terms in the Purchase Agreement.
4. The property is currently subject to a receivership ordered in the Action and is under the authority of the Court. Notwithstanding any other provision in this agreement, any disputes arising from or relating to this agreement will be heard in the Court in the Action.
5. Broker's commission is subject to Court approval and Broker agrees to accept as full compensation the amount approved and authorized to be paid by the Court. The Receiver will request authority from the Court to pay Broker the commission provided for in the Listing Agreement between Seller and broker. Broker shall inform any and all broker and agents of the buyer of the requirement of Court approval of the commission to be paid and obtain their written acknowledgement.
6. Buyer and each party of Buyer acknowledges that the Property is being sold to Buyer "AS IS, WITH ALL FAULTS". Buyer and each party of Buyer understands and agree that neither Seller nor any Member of Seller has made or makes any representations or warranties, express or implied regarding the condition of the Property and its fitness for Buyer's intended use or for any particular purpose. Buyer and each party of Buyer further understands that Buyer is required to investigate the condition of the Property as set forth

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in Section 7(A) & (D) of the Purchase Agreement. Buyer and each party of Buyer further understands that on the Close of Escrow, Buyer shall assume the risk that Buyer's investigation of the Property may not have revealed all conditions of the Property. Buyer and Buyer's respective successors and assigns (collectively "Waiver Parties") hereby release Seller and its Members and representatives (collectively "Released Parties") from, and waive any and all liabilities, claims, demands and costs (including attorney's fees and expenses) of any and every kind or character, known or unknown, for, arising out of, or attributable to, any and all conditions of the Property, including, but not limited to any and all demands, losses, liabilities obligations, requirements or restrictions of every kind and nature, whether now known or unknown, whether foreseeable or unforeseeable, whether under any federal, state, or local law, and whether asserted or demanded by a third party against any of the Waiver Parties or incurred directly or indirectly by any of the Waiver Parties, that any of the Waiver Parties may now or hereafter have against any of the Released Parties (collectively "Claims"), and that arise in connection with or in any way relate to:

- i. the physical condition of the Property, the value of the Property or its suitability for Buyer's use or the accuracy or completeness of any information reviewed by Buyer in connection with Buyer's investigation of the Property and which may be relied on by Buyer in deciding to purchase the Property;

and

- ii. any acts, omissions, services or other conduct related to any of the foregoing items in "5(i)" above, and/or any condition, activity or other matter respecting the Property that is not addressed by 5(i) above.

This Release shall survive the Close of Escrow and the recording of the Deed conveying the Property from Seller to Buyer.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, BUYER AND EACH PARTY OF BUYER HEREBY SPECIFICALLY WAIVES SECTION 1542 OF THE CALIFORNIA CIVIL CODE ("SECTION 1542"). SECTION 1542 PROVIDES;

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."


BUYER AND EACH PARTY OF BUYER ACKNOWLEDGES THAT THIS WAIVER AND RELEASE IS VOLUNTARY AND IS MADE WITHOUT ANY DURESS OR UNDUE INFLUENCE AND IS GIVEN AS PART OF THE CONSIDERATION FOR THE PURCHASE AND SALE OF THE PROPERTY. BUYER AND EACH PARTY BUYER EXPRESSLY ACKNOWLEDGES THAT BUYER AND EACH PARTY OF

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BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE WHICH BUYER AND EACH PARTY OF BUYER NOW BELIEVE TO BE TRUE WITH RESPECT TO THE RELEASE OF CLAIMS. BUYER AND EACH PARTY OF BUYER AGREES THAT THE FOREGOING RELEASE SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS.

BUYER AND EACH PARTY OF BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER AND EACH PARTY OF BUYER HAS CAREFULLY REVIEWED THIS RELEASE AND THAT THE PROVISIONS OF THIS SECTION 5 OF THIS ADDENDUM ARE A MATERIAL PART OF THE PURCHASE AGREEMENT.


07/12/24
7:15 PM PDT
Buyer
Initials


07/12/24
5:02 PM PDT
Buyer
Initials

6. **Auction.** In connection with the receivership sale process approved by the Court, Receiver may be required to sell the Property pursuant to an overbid and auction process ("**Auction**"). Any such Auction shall be conducted by Receiver in accordance with the following sale procedures:

6.1. Overbids and Bid Increments. The minimum overbid shall be no less than Ten Thousand Dollars (\$ 10,000.00) in excess of Buyer's current Purchase Price for the Property, as set forth in Section 1 of this Addendum. Only Qualified Bidders (as defined below) may make bids at the Auction. All bids are subject to overbids in increments of One Thousand Dollars (\$1,000.00). The Court may reject any and all bids following conclusion of the Auction.

6.2 Due Diligence Information. All prospective bidders ("**Prospective Bidders**") shall have had the opportunity to inspect the Property and any documentation relating thereto prior to the Auction. Prospective Bidders may also request access to information about the Property ("**Due Diligence Information**") and obtain a form purchase and sale agreement.

6.3 No Representations and Warranties for Due Diligence Information. Any Due Diligence Information provided to Prospective Bidders is for informational purposes only and provided without any warranty, guaranty or representation by Receiver. All Prospective Bidders shall conduct their own independent investigation and analysis regarding the condition of the Property and its suitability for Prospective Bidders' intended use. Neither the Receiver, nor the Receiver's Broker has made any representations, express or implied, regarding the completeness or accuracy of the Due Diligence Information.

6.4 Qualified Bidders. To be determined a qualified bidder (the "**Qualified Bidder**"), one must: (i) provide a fully executed purchase and sale agreement for the Property in

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form substantially similar to the Purchase Agreement, including this Addendum ("**Qualified Bid PSA**"), acceptable to the Receiver; (ii) provide an earnest money deposit (the "**Bid Deposit**") by wire transfer or cashier's check in the amount of Sixteen Thousand Five Hundred Dollars (\$16,500.00) payable to the Receiver, which amount shall be non-refundable to the Qualified Bidder with the highest bid at the Auction (the "**High Bidder**") if for any reason (a) the High Bidder fails to finally close the purchase and sale such that title transfers by no later than the Close of Escrow or (b) the High Bidder fails to provide the balance of the purchase price to the Receiver one day prior to the Closing Date; and (iii) provide proof of funds in such form as shall be required by Receiver. Each Qualified Bidder must provide the Qualified Bid PSA and Bid Deposit to the Receiver no later than Three (3) business days prior to the Auction. The Qualified Bidders shall appear at the Auction in person, or through a duly authorized representative. If there are multiple Qualified Bidders at the Auction, the Receiver shall obtain the Court's approval of the High Bidder and also the Qualified Bidder with the next highest bid at the Auction (the "**Backup Bidder**"). The Receiver shall retain the Backup Bidder's Bid Deposit until (x) the closing for the High Bidder occurs, in which event the Backup Bidder's Bid Deposit shall immediately be returned to the Backup Bidder, or (y) the closing for the High Bidder fails to occur, in which event the Backup Bidder's Bid Deposit shall be applied to the purchase price for the Backup Bidder's closing as set forth hereinbelow. If the High Bidder fails to close the purchase and sale of the Property, the Backup Bidder shall be deemed to be the High Bidder and the Receiver shall provide written notice thereof to the Backup Bidder. Within ten (10) days after the Backup Bidder's receipt of such notice from the Receiver, the closing for the Backup Bidder's purchase of the Property shall occur. Pursuant to the foregoing, if the initial High Bidder fails to close the purchase and sale of the Property and the Court has approved a Backup Bidder, the Receiver shall proceed to close with the Backup Bidder without any obligation to conduct another auction as a condition precedent to such closing. The High Bidder's Bid Deposit shall be applied to the purchase price at closing, if the sale is approved by the Court and the High Bidder closes the purchase and sale of the Property.

6.5 Consent to Court Jurisdiction and Waiver of Jury Trial. All Qualified Bidders appearing at the Auction shall have deemed to have consented to the Court's jurisdiction and waived any right to jury trial in connection with any disputes related to the Auction, or the closing of the sale. The Court shall be the exclusive forum for any such disputes.

6.6 Receiver's Right to Determine Conduct of Auction. The Receiver reserves the right to deny any person admittance to the Auction, to postpone or cancel the Auction, to withdraw the Property from the Auction, and to change any terms or procedures of the Auction or the particular conditions of sale, as necessary, upon notice to Buyer, and any Qualified Bidders, prior to or at the Auction, without further Court order.

6.7 No Contingencies for Qualified Bidder. The sale to any Qualified Bidder of the Property shall not be contingent upon the validity, effectiveness, and or binding nature of the Qualified Bidder's offer, including without limitation, contingencies for financing, due diligence or inspection.

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- 6.8 No Conditions Precedent for Qualified Bidder. The sale to any Qualified Bidder of the Property shall not be subject to any conditions precedent to the Qualified Bidder's obligation to timely consummate the sale transaction, and to pay the remainder of the purchase price.
- 6.9 Auction Confirmation Order. The only authorized condition subsequent to the Auction for the Qualified Bidder is entry of a Court order confirming the sale to the Qualified Bidder (the "**Auction Confirmation Order**").
- 6.10 Conditions to Consummation of Sale Transaction Prior to and Following Auction. The closing of any sale to a Qualified Bidder shall be subject to the following conditions: (i) Receiver's review and acceptance of the highest bid received from a Qualified Bidder, (ii) entry of the Auction Confirmation Order, (iii) receipt of full payment on or before the date which is three (3) business days after the date upon which the Court enters the Auction Confirmation Order such that the Property transfer can occur promptly thereafter, and (iv) prior to Auction, waiver and release of all claims against the Receiver. If any of these foregoing conditions are not satisfied, (a) the sale to the Qualified Bidder shall not be consummated, and (b) any obligations of the Receiver shall also be terminated, including any obligations under the Qualified Bid PSA.
- 6.11 Transfer of Title to Property Following Auction. Following the Auction, title to the Property shall be transferred by special warranty deed, "AS-IS", WITHOUT REPRESENTATIONS AND WARRANTIES, to the High Bidder.
- 6.12 Court Approval if No Qualified Bids are Received. In the event no Qualified Bids are provided to the Receiver, the Receiver will notify the Court that no Auction will take place and ask the District Court to approve the sale to Buyer pursuant to the Purchase Agreement, including this Addendum.
- 6.13 Termination of this Agreement. If Buyer is not the High Bidder at the Auction, the Deposit shall be returned to Buyer, but Buyer shall not be entitled to specifically enforce Seller's obligation to convey the Property, or recover any out of pocket costs, professional fees and costs, or other amounts.
7. NO LIABILITY TO RECEIVER. BUYER HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:
- 7.1 BUYER ACKNOWLEDGES AND AGREES THAT RECEIVER IS ENTERING INTO THIS AGREEMENT SOLELY IN CONNECTION WITH HER DUTIES AS RECEIVER. IN NO EVENT SHALL RECEIVER BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY RECEIVER, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCE WHATSOEVER, EXCEPT IF THE RESULT OF RECEIVER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. RECEIVER SHALL NOT BE PERSONALLY LIABLE IN CONNECTION WITH ANY DUTIES PERFORMED BY RECEIVER IN CONNECTION WITH THE MATTERS SET FORTH IN THE AGREEMENT.

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7.2 NO PROVISION OF THE AGREEMENT SHALL OPERATE TO PLACE ANY OBLIGATION OR LIABILITY FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE PROPERTY UPON RECEIVER NOR SHALL IT OPERATE TO MAKE RECEIVER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE PROPERTY BY ANY PERSON OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE PROPERTY OR FOR ANY NEGLIGENCE IN MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY PERSON.

- 8. **Closing after Court approval.** Closing to occur within 10 days of the Court’s Approval; however, this deadline may be extended at the sole discretion of the Receiver.
- 9. **Release of Deposit to Seller.** Concurrent with the Buyer’s release of Buyer’s contingencies (with the only contingency remaining then being Court approval), the buyer shall instruct escrow to release the Deposit to the Seller. The Deposit must be released to the Seller as a condition precedent to Seller seeking Court approval of the sale.

This Addendum to Residential Purchase Agreement is made on July 11, 2024.

SELLER
Autobahn Performance, LLC
A Wyoming limited liability company

By: DocuSigned by:
Krista Freitag

6A759D0849CC4A7...
Krista Freitag, solely in her capacity as Receiver

LISTING BROKER
GVRE, LLC
A Nevada limited liability company
Dbas Keller Williams Realty – The Marketplace

By: DocuSigned by:
Vera Comport for JC Melvin

EA72D99305C7474...
JC Melvin

BUYER
Shai Cohen
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Shai Shnaider Cohen
Eden Shnaider Cohen
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07/12/24 5:02 PM PDT
5YAQ-1LM1-VQZ5-ASHB
Eden Shnaider Cohen

BUYER’S BROKER
Americana Real Estate, Inc.
A Nevada Corporation,
Dbas Century 21 Americana

By: *Juan R. Martinez Jr. - B.178*
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07/19/24 5:40 PM PDT
NGPQ-TKQH-1ERJ-RFRA
Juan Martinez

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ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT

NO. 2



In reference to the Residential Purchase Agreement (name of document) (hereinafter "the Agreement") executed by Shai Cohen Eden Shnaider Cohen as Buyer(s) and Autobahn Performance LLC/Krista Freitag as Seller(s), dated 7/11/2024 regarding the real property located at 7691 Gracemoor CT LASVEGAS NV 89149, the Buyer Seller hereby proposes that the Agreement be revised as follows:

Buyer requests the amount of \$30,000.00 in closing cost credit, from Seller, toward repair costs.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s). When executed by both parties, this Addendum is made an integral part of the aforementioned Agreement.

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

<u>Shai Cohen</u>	<u>07/28/24</u>	_____	_____
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date
<u>Eden Shnaider Cohen</u>	<u>07/28/24</u>	_____	_____
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date

ACCEPTANCE/REJECTION (CHECK ONE):

- ACCEPTANCE:** Seller Buyer hereby **accepts** the terms of this ADDENDUM.
- REJECTION:** Seller Buyer **rejects** the terms of this ADDENDUM.

<u>Sandy Knopow</u>	<u>8/2/2024</u>	_____	_____
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <u>Sandy Knopow</u>	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date
<u>capacitas Receiver</u>	_____	_____	_____
<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date

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REQUEST FOR REPAIRS NO. 1



In reference to the Residential Purchase Agreement dated 7/11/2024 ("Agreement") on property known as 7691 Gracemoor CT LASVEGAS NV 89149 ("Property") executed by Shai Cohen Eden Shnaider Cohen as Buyer(s) and Autobahn Performance LLC/Krista Freitag as Seller(s).

Seller and Buyer agree as follows:

1. **BUYER ACCEPTANCE.** Buyer has reviewed and **approves** the home inspection report and removes the home inspection contingency.
2. **REPAIRS TO BE MADE BY SELLER.** Seller and Buyer agree that Seller will be responsible for the completion of the repairs by the Close of Escrow. Unless otherwise agreed to in writing, Seller shall, through licensed professionals, complete the repairs to comply with applicable law including governmental permits, inspection, and approval requirements. All repairs shall be performed in a workmanlike manner with materials of quality and agreed upon repairs (specify):

Seller is requesting a credit from Seller in the amount of \$30,000.00 toward repairs listed in Inspection Report. Buyer will complete all repairs.

- (1.1) Attic has missing/displaced insulation and water line needs to be capped off (pic 1.1, item 1-3).
- (2.1) RV gate spring missing needs to be replaced. (pic 2.1, 1)
- (2.2) Multiple stucco holes in exterior walls need repair, paint (pic 2.2, item 1-9).
- (2.3) Patio shade is torn and requires replacement (pic 2.5, item 1).
- (3.0) Roof has multiple broken roof tiles that require replacement (pic 3.0, item 1-4). Potential roof leak as there is moisture stain on closet ceiling.
- (3.1) Attic vent pipe has moisture stains/vent flashing require further inspection and repair for possible leak (pic 3.1, item 1).
- (4.1) Garage has ceiling Crack and holes in wall with exposed wires, all requiring repair (pic 4.1, pic 1-3).
- (4.5) Both garage doors jerk when being opened requiring repair or replacement.
- (4.6) Garage outlet by door requires GFCI outlet requires repair or replacement.
- (5.4) Tankless water tank flue pipe is not properly installed, requires repair (pic 5.4, item 1).
- (5.7) Gas was not turned on at time of the inspection. Any household appliance or device requiring gas could not be properly inspected (pic 1, item 1).
- (6.2) Light fixture above primary bathtub is missing and needs replacement (pic 6.2, item 1).
- (6.2) The west bedroom has some outlets that are connected to the bathroom GFCI and bedroom outlet below the window has no power requiring repair or replacement (pic 6.2, item 2).
- (6.3) The conduit by ground at front security door has the wrong type of conduit and needs repair or replacement (pic 6.3, item 1).
- (6.3) The patio outlet weather cover is missing requires repair or replacement.
- (The master bathroom and the front bedroom bathroom GFCI outlets trip but will not reset. Require repair or replacement.
- (6.5) Doorbell sticks needs repair or replacement.
- (7.0) Heating system not inspected due to gas shut off.
- (8.0) HVAC requires servicing by certified specialist.
- (9.2) Primary bedroom closet doors are missing require replacement or repair (pic 9.2, item 1).
- (9.4) The bar counter is chipped along the edge and has some discoloration requiring repair. The primary bedroom wall has many holes and some patches were not properly fixed require repairs. The west bedroom wall has many holes requiring repairs. The wall paper in the bar area is coming loose requiring repairs (pics 9.4, items 1-10). Continued on following page.

Shai Cohen 07/28/24
 Buyer Seller Signature (Date) (Time)

Buyer Seller Signature (Date) (Time)

Eden Shnaider Cohen 07/28/24
 Buyer Seller Signature (Date) (Time)

Buyer Seller Signature (Date) (Time)

BUYER NOTICE: Buyer Remedies for Unfinished Repairs. If as of walk through date the repairs have not been completed, the Buyer may enter into an agreement with the Seller. In the event the Buyer and Seller cannot agree, Buyer may complete the purchase of the Property and then pursue any other remedies available by law after Close of Escrow.

ACCEPTANCE/COUNTER OFFER/REJECTION (CHECK ONE):

- ACCEPTANCE:** Seller Buyer hereby **accepts** the terms of this REQUEST FOR REPAIRS.
- COUNTER:** Seller Buyer **presents** as a counteroffer the terms of attached REQUEST FOR REPAIRS NO. _____
- REJECTION:** Seller Buyer **rejects** the forgoing REQUEST FOR REPAIR.

[Signature] 8/2/2024
 SIGNATURE DATE/TIME
 solely in capacity as Receiver 8:42 pm Pacific

 SIGNATURE DATE/TIME

 SIGNATURE DATE/TIME



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REQUEST FOR REPAIRS NO. icontinued



In reference to the Residential Purchase Agreement dated 7/11/2024 ("Agreement") on property known as 7691 Gracemoor CT LASVEGAS NV 89149 ("Property") executed by Shai Cohen Eden Shnaider Cohen as Buyer(s) and Autobahn Performance LLC/Krista Freitag as Seller(s).

Seller and Buyer agree as follows:

1. **BUYER ACCEPTANCE.** Buyer has reviewed and **approves** the home inspection report and removes the home inspection contingency.
2. **REPAIRS TO BE MADE BY SELLER.** Seller and Buyer agree that Seller will be responsible for the completion of the repairs by the Close of Escrow. Unless otherwise agreed to in writing, Seller shall, through licensed professionals, complete the repairs to comply with applicable law including governmental permits, inspection, and approval requirements. All repairs shall be performed in a workmanlike manner with materials of quality and agreed upon repairs (specify):

- (9.4) The front bedroom wall has multiple holes requiring repairs (pic 9.4, items 1-10).
- (9.5) The living room ceiling has a crack requiring repair. The family room ceiling has a crack and a multiple holes requiring repairs. The primary bedroom ceiling near the door has holes, and the primary closet ceiling has a moisture stain and a crack requiring repair. The dining room ceiling has multiple holes requiring repair. The west bedroom ceiling has a multiple holes requiring repair. The large room ceiling off the living room has multiple holes requiring repair. (pic 9.5, item 1-8).
- (9.7) The large room ceiling fan is making a grinding noise and one of the fans did not turn on require repair or replacement. The west bedroom ceiling fan did not turn on require repair or replacement. Ceiling fan remotes not found. The patio ceiling fan light did not turn on and the remotes for the patio ceiling fans not found.
- (10.5) Stove was unable to be inspected due to gas being shut off.
- (10.8) The kitchen trash pull-out cabinet front has come loose, the kitchen drawer on the right side of the sink is sticking and the far right kitchen drawer is not sliding easily requiring repair or replacement. The kitchen waterfall countertop chipped along both outside corners and has some large chipped along the corner walls on both sides requires repair. The pantry shelf is chipped requires repair (pics 10.8, items 1-8).
- (11.0) Primary bath toilet angle stop is closed needs repair.
- (11.1) Primary sink pop up is not working properly and is slow draining requires repair
- (11.4) Primary bathtub is loose from the floor requiring repair by a licensed plumbing company (pic 11.4, pic 1)
- (11.5) Primary shower has missing grout along the inside corner of the wall recommend repairs. The primary shower glass is loose and requires repair. The primary rain shower head is leaking requiring repair or replacement (pic 11.5, items 1-3).
- (11.6) The bedroom toilet water valve was off recommend further evaluation.
- (11.7) The front bedroom shower glass enclosure is leaking recommend repairs (pic 11.7, item 1)
- (11.10) The 1/2 bathroom toilet water was off recommend further evaluation
- (12.0) The front drip line has leaks and backyard has drip heads missing requiring repair (pics 12.0 items 1-4).
- (13.3) Pool GFCI outlet is not tripping requires repair
- (13.4) Pool remote not found to do further evaluation.
- (14.0) The BBQ grill appears not to be far enough from the house requiring further evaluation (pic 14.0, 1)

Authentic
Shai Cohen 07/28/24
 Buyer Seller Signature (Date) (Time)

Buyer Seller Signature (Date) (Time)

Authentic
Eden Shnaider Cohen 07/28/24
 Buyer Seller Signature (Date) (Time)

Buyer Seller Signature (Date) (Time)

BUYER NOTICE: Buyer Remedies for Unfinished Repairs. If as of walk through date the repairs have not been completed, the Buyer may enter into an agreement with the Seller. In the event the Buyer and Seller cannot agree, Buyer may complete the purchase of the Property and then pursue any other remedies available by law after Close of Escrow.

ACCEPTANCE/COUNTER OFFER/REJECTION (CHECK ONE):

- ACCEPTANCE:** Seller Buyer hereby **accepts** the terms of this REQUEST FOR REPAIRS.
- COUNTER:** Seller Buyer **presents** as a counteroffer the terms of attached REQUEST FOR REPAIRS NO. _____
- REJECTION:** Seller Buyer **rejects** the foregoing REQUEST FOR REPAIR.

Eden Shnaider Cohen 8/2/2024
 SIGNATURE DATE/TIME SIGNATURE DATE/TIME
Safety in capacity, E. 42 AM Paatz
 as Receiver
 SIGNATURE DATE/TIME SIGNATURE DATE/TIME

DocuSign Envelope ID: 9027319A-5A19-48A2-8895-175AB0AB7C73



ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT

NO. 3



In reference to the Residential Purchase Agreement (name of document) (hereinafter “the Agreement”) executed by Shai Cohen Eden Shnaider Cohen as Buyer(s) and Autobahn Performance LLC/Krista Freitag as Seller(s), dated 7/11/2024 regarding the real property located at 7691 Gracemoor CT LASVEGAS NV 89149, the Buyer Seller hereby proposes that the Agreement be revised as follows:

Buyer hereby removes all contingencies.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s). When executed by both parties, this Addendum is made an integral part of the aforementioned Agreement.

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

<u>Shai Cohen</u> 08/19/24	<u>8/19/2024</u>	_____	_____
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <u>Shai Cohen</u>	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date
<u>Eden Shnaider Cohen</u> 08/19/24	<u>8/19/2024</u>	_____	_____
<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <u>Eden Shnaider Cohen</u>	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date

ACCEPTANCE/REJECTION (CHECK ONE):

- ACCEPTANCE:** Seller Buyer hereby **accepts** the terms of this ADDENDUM.
- REJECTION:** Seller Buyer **rejects** the terms of this ADDENDUM.

DocuSigned by: <u>Krista Freitag</u>	8/19/2024	_____	_____
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date
<u>Solely in capacity as Receiver</u>	_____	_____	_____
<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller	Date

A DocuSign Envelope ID: 40F58449-5543-4E7E-9F62-610B25E4F86D



ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT

NO. 4



In reference to the Residential Purchase Agreement (name of document) (hereinafter "the Agreement") executed by Shai Cohen & Eden Shnaider Cohen as Buyer(s) and AUTOBAHN PERFORMANCE LLC as Seller(s), dated 7/11/2024 regarding the real property located at 7691 Gracemoor Court Las Vegas NV 89149-1000, the Buyer Seller hereby proposes that the Agreement be revised as follows:

The Buyer unconditionally authorizes the release of the Earnest Money to the Seller.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached N/A page(s). When executed by both parties, this Addendum is made an integral part of the aforementioned Agreement.

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

DocuSigned by: Krista Freitag 8/27/2024
Buyer Seller AUTOBAHN PERFORMANCE LLC Date Buyer Seller Date
solely in capacity as Receiver
Buyer Seller Date Buyer Seller Date

ACCEPTANCE/REJECTION (CHECK ONE):

ACCEPTANCE: Buyer hereby accepts the terms of this ADDENDUM.
REJECTION: Seller Buyer rejects the terms of this ADDENDUM.

Authentisign Shai Cohen Date Buyer Seller Shai Cohen Date
Authentisign Eden Shnaider Cohen Date Buyer Seller Eden Shnaider Cohen Date
Buyer Seller Date Buyer Seller Date

DocuSign Envelope ID: 40F58449-5543-4E7E-9F62-610B25E4F86D

ADDITIONAL ESCROW INSTRUCTIONS

TO: Driggs Title Agency, Inc.
8861 W. Sahara Avenue, Suite 110
Las Vegas, NV 89117

Property Address: 7691 Gracemoor Court
Las Vegas, Nevada 89129

Escrow No.: 24-07-144619TO
Escrow Officer: Teonne Ogden
Date: August 26, 2024

Escrow Instructions previously handed you under date of July 23, 2024 are hereby supplemented and/or amended as follows:

Buyer hereby agrees to release the full earnest money deposit of \$15,000.00 to the seller immediately.

Except as provided for herein, all other terms and conditions are to remain as originally set forth.

SELLER: Krista Freitag 8/27/2024
HA750D0840CC4A7
Krista Freitag
Solely in capacity as Receiver

BUYER: Shai Cohen 08/26/24
AuthentiSIGN
Shai Cohen

Eden Shnaider Cohen 08/26/24
AuthentiSIGN
Eden Shnaider Cohen

RECEIVED BY: DRIGGS TITLE AGENCY, INC.

BY: _____

DATE: _____