



OFFICE OF WASHOE COUNTY ASSESSOR
MICHAEL E. CLARK

ROLL CHANGE REQUEST
WASHOE COUNTY, NEVADA
MICHAEL E. CLARK, COUNTY ASSESSOR
1001 E 9TH ST BLDG D RENO NV 89512-2845

RCR # 2632F20

2020 SECURED ROLL

INCREASE

OWNER 1: RHEMA CHRISTIAN CHURCH

ADDRESS: 1655 JEWEL RIDGE CT
RENO NV 89506

DATE: JANUARY 20, 2021

ESCAPING TAXATION 361.769

WE REQUEST THAT THE **WASHOE COUNTY BOARD OF EQUALIZATION** MAKE THE FOLLOWING CHANGES IN VALUATION ON THE PROPERTY SHOWN BELOW:

PARCEL # 032-062-21

TAX DISTRICT: 2001

SITUS ADDRESS: 1953 PRATER WAY

COMMISSION DISTRICT: 3

	CURRENT VALUE		PROPOSED VALUE		DIFFERENCE IN VALUE	
	TAXABLE	ASSESSED	TAXABLE	ASSESSED	TAXABLE	ASSESSED
LAND	192,621	67,417	192,621	67,417	0	0
IMPROVEMENTS	114,072	39,925	114,072	39,925	0	0
PERSONAL PROP	0	0	0	0	0	0
EXEMPTION (MINUS)		(107,343)		(35,777)		71,566
TOTAL	306,693	-1	306,693	71,565	0	71,566
NEW LAND	0	0	0	0	0	0
NEW CONSTRUCTION	0	0	0	0	0	0

EXPLANATION:

Underassessment due to escaping taxation. This property has received a 100% tax exemption as a religious organization under NRS 361.125 since the property was purchased by Rhema Christian Church on 10/30/2017. NRS 361.125 allows for a property tax exemption for churches and other buildings used for religious worship. Section 2 of NRS 361.125 states "except as otherwise provided in NRS 361.157, when any such property is used exclusively or in part for any other than church purposes, and a rent or other valuable consideration is received for its use, the property must be taxed". Our office was made aware of, and confirmed with physical inspection, that a portion of the property is leased to 2 other businesses, a barber shop and a wireless store. The portions of the property leased to and used by other businesses should be taxed. Approval of this roll change request will change the exemption percentage from 100% exempt to 33.33% exempt.

Prepared by: Lora Zimmer, Assessment Services
Coordinator

Reviewed by: Lora Zimmer, Assessment Services
Coordinator

TAX AMOUNT: 2,619.30

CURRENT ABATEMENT STATUS: No Cap

PROPOSED ABATEMENT STATUS: No Change

Zimmer, Lora

From: Mark Simons <msimons@shjnevada.com>
Sent: Wednesday, January 20, 2021 10:39 AM
To: Zimmer, Lora; Jodi Alhasan
Cc: Mark Simons
Subject: RE: Rhema Christian Church / APN 032-062-21

[NOTICE: This message originated outside of Washoe County -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Lora.
Thank you for your response.
I'm trying to get information on how the square footage is apportioned.
When I get that I'll relay it to you.
Unfortunately, the leases do not call out the square footage of each unit.
Thanks for your help.
Mark

Mark G. Simons
Partner
SIMONS HALL JOHNSTON PC
msimons@shjnevada.com
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
T: (775) 785-0088
F: (775) 785-0087

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From: Zimmer, Lora <LZimmer@washoecounty.us>
Sent: Tuesday, January 19, 2021 4:55 PM
To: Jodi Alhasan <jalhasan@shjnevada.com>
Cc: Mark Simons <msimons@shjnevada.com>
Subject: RE: Rhema Christian Church / APN 032-062-21

Hi Jodi,

Thank you for responding to my letter. Upon review of the situation explained in the letter you sent and consultation with our legal counsel, we have determined that the property should be taxed based on the current use of the property. We understand that there is a pending court case and if the use of the property changes in the future, we can change the prorated exemption amount at that time.

Our office will be submitting a roll change request for the 2020/2021 fiscal year. The roll change request will be heard by the Washoe County Board of Equalization in February. Once a date is scheduled to hear the roll change request, the Washoe County Clerk will send notification of the date, time and location. The property owner or your office can attend

the hearing. I still do not have exact square footages of the portions of the property not being used for religious purposes. I am submitting the roll change request to change the exemption from a 100% exemption to 33.33% exemption since there are 3 businesses at the location, one of them being the church. If you have copies of the leases that show the square footage being used by the other businesses or other documentation, we will review to adjust the exemption percentage.

If you have any other questions, please let me know.

Sincerely,

Lora Zimmer



Assessment Services Coordinator | Washoe County Assessor's Office

Phone: 775.328.2223 | Fax: 775.328.3642

1001 E 9th St Bldg D, Reno NV 89512

lzimmer@washoecounty.us | www.washoecounty.us/assessor



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From: Jodi Alhasan <jalhasan@shjnevada.com>

Sent: Wednesday, January 13, 2021 1:44 PM

To: Zimmer, Lora <LZimmer@washoecounty.us>

Cc: Mark Simons <msimons@shjnevada.com>

Subject: Rhema Christian Church / APN 032-062-21

[NOTICE: This message originated outside of Washoe County -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Please see Mr. Simons' letter of today's date attached. Please contact this office with any questions or comments.

Jodi Alhasan

Office Manager / Legal Assistant to Mark G. Simons

SIMONS HALL JOHNSTON PC

JAlhasan@SHJNevada.com

6490 S. McCarran Blvd., Ste. F-46

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WASHOE COUNTY ASSESSOR

Michael E. Clark

Cori Burke, CAE
Chief Deputy Assessor

Rigo Lopez
Chief Property Appraiser

Lora Zimmer
Assessment Services Coordinator

November 30, 2020

Rhema Christian Church
1655 Jewel Ridge Ct
Reno NV 89506

Re: Property Tax Exemption
Assessor Parcel Number (APN) 032-062-21
1953 Prater Way

To Whom It May Concern:

Rhema Christian Church is receiving an exemption for the 2020/2021 fiscal year of 100% of the taxes for their parcel located at 1953 Prater Way, APN 032-062-21. It was brought to our office's attention, and confirmed by physical inspection, that this property is not used 100% for religious purposes. Only the portion that is used solely for religious purposes is eligible to be exempted from property taxes.

We have contacted your office requesting a copy of the leases in order to determine the proper prorated exemption amount based on the square footage of the property leased to other businesses. As of today's date, our office has not yet received this information. This letter is being sent to request a copy of each of the leases be sent to our office by December 30, 2020. If this information is not received by that date, we will estimate how much of the property is used for religious purposes and adjust your exemption for the current 2020/2021 fiscal year accordingly. The information can be emailed to our office at lzimmer@washoecounty.us or returned to our office in the enclosed envelope.

If you do not agree with the Assessor's decision to deny granting a 100% exemption to this property, you have the right to appeal this decision to the Washoe County Board of Equalization. Appeals must be filed at the Assessor's Office by January 15, 2021. For further information on filing an appeal, please visit our website at www.washoecounty.us/assessor or call our office at (775) 328-2277.

If you have any other questions regarding this issue, please contact me at (775) 328-2223.

Sincerely,

A handwritten signature in cursive script that reads "Lora Zimmer".

Lora Zimmer
Assessment Services Coordinator

certified mail #
9171 9690 0935 0040 4249 93

SIMONS · HALL · JOHNSTON

January 13, 2021

VIA EMAIL: izimmer@washoecounty.us

Original Via U.S. Mail

Lora Zimmer
Washoe County Assessor
1001 E. 9th Street, Bldg G.
Reno, Nevada, 89512

*RE: Property Tax Exemption
Assessor Parcel Number (APN 032-062-21)
1953 Prater Way, Sparks, Nevada*

Dear Ms. Zimmer:

Please be advised that I represent the Rhema Christian Church (the "Church"). The Church only used the property located at 1953 Prater Way, APN 032-062-21 (the "Property") for religious purposes.

I am in receipt of your letter dated November 30, 2020, notifying the Church of your observance that a portion of the Property is not currently being used for religious services. Unfortunately, a portion of the Property is being illegally used by a former tenant named Leroy Lease ("Mr. Lease"). Mr. Lease's lease was terminated quite some time ago. However, Mr. Lease refuses to vacate the Property.

Because of Mr. Lease's improper actions, the Church was forced to file a lawsuit against Mr. Lease and the prior owner for their fraudulent and wrongful actions (the "Lawsuit"). I am attaching a copy of the Lawsuit for your review. You will see in the Lawsuit that Mr. Lease and the prior owner had entered into a "Secret Lease" that was never disclosed to the Church. Pursuant to this Secret Lease, Mr. Lease contends he does not have to vacate that portion of the Property. The Church and I strongly disagree with Mr. Lease's and the prior owners' secret and nefarious dealings.

Because of these unique events, the Church believes it should retain its tax exempt status for the Property. The Church is currently prevented from having

6490 S. McCarran Boulevard, Suite F-46 Reno, NV 89509

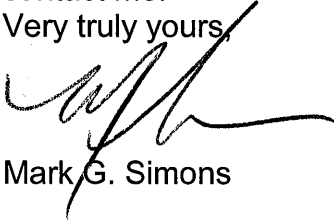
Phone 775-785-0088 Fax 775-785-0087 Website SHJNevada.com

Lora Zimmer
January 13, 2021
Page 2

possession of a minor portion of the Property due to Mr. Lease's wrongful conduct—not because of any action by the Church.

If you disagree, or if you have any further questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MGS', with a long horizontal flourish extending to the right.

Mark G. Simons

MGS/ja
Enclosure
cc: Church

1 **\$1425**

2 Mark G. Simons, Esq. (SBN 5132)
3 SIMONS HALL JOHNSTON PC
4 6490 S. McCarran Blvd., #F-46
5 Reno, Nevada 89509
6 Telephone: (775) 785-0088
7 Facsimile: (775) 785-0087
8 Email: MSimons@SHJNevada.com

9 *Attorneys for Plaintiff*

10
11 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
12 **IN AND FOR THE COUNTY OF WASHOE**
13

14 RHEMA CHRISTIAN CHURCH,
15 a Nevada Nonprofit Corporation,

CASE NO: CV20-01241

DEPT. NO: 10

16 Plaintiff,

17 v.

18 DENNIS R. BURNS individually and as Co-
19 Trustee of the BURNS LIVING TRUST;
20 ELENA F. BURNS, individually and as Co-
21 Trustee of the BURNS LIVING TRUST;
22 LEROY LEASE; and DOES 1 to 10, inclusive,

23 Defendants.
24 _____/

25 **COMPLAINT**

26 **[Arbitration Exempt NAR 3: Damages in excess of \$50,000 and Declaratory Relief]**

27 Plaintiff, by and through its attorneys, SIMONS HALL JOHNSTON PC, hereby
28 complains and alleges as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff Rhema Christian Church ("Rhema") is a Nevada Nonprofit
Corporation doing business in Sparks, Nevada.

2. Defendant Dennis R. Burns is a resident of Washoe County, Nevada ("Dennis").

3. Defendant Elena F. Burns is a resident of Washoe County, Nevada ("Elena"). Dennis and Elena are husband and wife.

4. Dennis and Elena are Co-Trustees of the Burns Living Trust (the "Trust").

5. Defendant Leroy Lease is a resident of Washoe County, Nevada ("Leroy").

6. Rhema does not know the true names and capacities of defendants sued herein as DOES 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Rhema is informed and believes, and thereon alleges, that each of these fictitiously named defendants are responsible in some actionable manner for the damages herein alleged. Rhema requests leave of Court to amend its Complaint to name the defendants specifically when their identities become known.

7. Upon information and belief, at all times herein mentioned, each of the defendants were the agent of the other defendants and were acting within the course, scope and authority of said agency; each defendant approved, ratified and authorized the acts of each of the other defendants as herein alleged; each defendant was subject to a right of control by the other defendants; each defendant was authorized to act for each and all of the other defendants; and each defendant is a successor in interest to each of the other defendants.

8. This Court has subject matter and personal jurisdiction over Defendants and venue is proper in the Second Judicial District Court for the State of Nevada because Rhema and Defendants entered into a Lease Agreement (the "Agreement") in Washoe County, Nevada and the subject property is also located in Washoe County, Nevada.

1 9. This action includes a claim for declaratory relief, injunctive relief and
2 damages in excess of \$50,000, thereby exempting the case from Nevada's Arbitration
3 Program pursuant to NAR 3.

4 **II. GENERAL ALLEGATIONS.**

5 10. In the fall of 2017, the Trust owned the property commonly known as 1945-
6 1953 Prater Way, Sparks, NV 89431, APN 032-062-21 (the "Property").

7 11. The Property consists of multiple rental units.

8 12. In the fall of 2017, the primary tenant of the Property was an unrelated
9 church. The church and the other tenants in the Property were on month-to-month leases
10 as their original lease terms had expired.

11 **A. RHEMA'S AGREEMENT TO PURCHASE THE TRUST'S PROPERTY.**

12 13. In the fall of 2017, Rhema was in the market to purchase a location to own
13 and in which to grow and conduct its religious services for its congregation.

14 14. Rhema's current congregation is approximately 100 persons.

15 15. Rhema elected to proceed with the purchase of the Property with the
16 intention of increasing the rental rates and/or terminating certain of the month-to-month
17 leases so that Rhema could expand and proceed with development of the Property for its
18 religious services.

19 16. On or about September 20, 2017, Rhema extended an offer to purchase the
20 Property for the amount of \$545,000 (the "Offer"). A copy of the Offer is attached hereto
21 as **Exhibit 1**.

22 17. On September 22, 2017, the Trust countered Rhema's Offer to purchase
23 and negotiated the purchase price to be \$595,000, that the Trust would accept a down
24 payment of \$100,000 and carry-back a note in the amount of \$495,000, with an interest
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1 rate of 5.5%, with monthly payments amortized over 30 years and due and payable in 5
2 years (the "Counteroffer"). A copy of the Counteroffer is attached hereto as **Exhibit 2**.

3 18. On September 22, 2017, Rhema accepted the Trust's Counteroffer (the
4 "Acceptance"). Id.

5
6 19. The Offer, the Counteroffer and the Acceptance will be singularly referred to
7 herein as the "Agreement".

8 20. The Agreement allowed Rhema a 25-day due diligence period to investigate
9 the condition of the Property. Exh. 2, ¶3.

10 21. Prior to and during the Rhema's due diligence on the Property, Dennis
11 repeatedly represented and affirmed that all the tenants of the Property were on month-
12 to-month leases.

13 22. Rhema relied upon Dennis's representations in moving forward with the
14 purchase of the Property.

15 23. Paragraph 7.1 of the Agreement contains the Trust's "**Warranties and**
16 **Representations**", stating the Trust warranted and represented that it would not enter
17 into any new leases or modify amend or alter any existing leases during the time period
18 after the Acceptance and until the close of escrow as follows:
19

20
21 (e). **Changes During Transaction.** Prior to Close of Escrow, SELLER
22 will not violate or modify, orally or in writing, any existing lease or other
23 agreement, or create any new leases or other agreements affecting the
Property, nor shall any substantial alterations or repairs be made or
undertaken without BUYER's written approval

24 Exh. 2, ¶7.1(e) (emphasis in original).

25 24. In addition, Paragraph 7.3 contains the "Material Change" provision of the
26 Agreement and states:
27
28

No Material Change . . . shall have occurred with respect to the Property that has not been approved in writing by BUYER. For purposes of this Agreement, a "Material Change" shall be a change in the status of the use, occupancy, tenants, or condition of the Property as reasonably expected by the BUYER, that occurs after the date of this offer and prior to Close of Escrow.

Id. ¶7.3 (emphasis in original).

25. The Agreement is clear and unambiguous that Dennis, Elena and the Trust represented and agreed that during the time period from the formation of the Agreement to the close of escrow, the Trust would not enter into any new leases or modify, amend or alter any existing leases without notice and consent from Rhema.

26. Paragraph 7.1(i) required Dennis, Elena and the Trust to notify Rhema of any "material change" they made to the Property prior to close of escrow.

27. As discussed below, Dennis, Elena and the Trust purported to enter into a Secret Lease with Defendant Leroy.

28. At no time did Dennis, Elena, the Trust or Defendant Leroy ever advise Rhema that they had executed the Secret Lease prior to close of escrow.

B. DEFENDANT LEROY'S HISTORY AT 1949 PRATER WAY.

29. Sometime in 2010, Defendant Leroy entered into a lease with Dennis, in his individual capacity, to lease a portion of the Property located at 1949 Prater Way, Sparks, Nevada in which to conduct a barber shop (the "2010 Lease").

30. At the time of this 2010 Lease, Dennis had not yet transferred ownership of the Property to the Trust.

31. The 2010 Lease was for a 2-year term and contained an option to renew for an additional 3 years.

1 32. However, in order to exercise the option to extend, Defendant Leroy was
2 required to provide written notice of the exercise of the option "not less than 60 days prior
3 to the expiration of the initial Lease term." 2010 Lease, ¶32.

4 33. If the requisite written notice of the exercise of the option was not provided
5 by Defendant Leroy, then the option expired as a matter of law. Id.

6 34. The parties amended the 2010 Lease to provide for five (5) options of three
7 (3) years on a rental rate and terms to be mutually agreed upon between the parties at
8 the time of the exercise of the option. 2010 Lease Addendum #1.

9 35. On January 9, 2014, Defendant Lease and Dennis entered into Addendum
10 #2 to the 2010 Lease.

11 36. Addendum #2 confirmed that Defendant Lease had failed to timely exercise
12 the option to extend the 2010 Lease, however, Dennis agreed to reinstitute the option and
13 allow Defendant Lease to extend the 2010 Lease for an additional 3-year term. The
14 rental rate for the 3-year extension was negotiated between Defendant Leroy and Dennis
15 at \$451.00 per month.

16 37. Addendum #2 also provided that monthly payments for the 2010 Lease
17 extension would be locked for two (2) years until January 9, 2016.

18 38. Addendum #2 also provided that any future attempts by Defendant Leroy to
19 exercise any further option to extend the 2010 Lease would have to comply with
20 paragraph 32's provisions in the 2010 Lease requiring written notice of the exercise of the
21 option prior to expiration of the then existing lease term. Addendum #2, ¶2.

22 39. Defendant Leroy never timely exercised the option to extend the 2010
23 Lease term after it expired on May 19, 2015.

1 40. On May 19, 2015, Defendant Leroy's lease term expired and Defendant
2 Leroy's tenancy became month-to-month.

3 **C. DENNIS, ELENA, THE TRUST AND DEFENDANT LEROY CONSPIRE TO**
4 **DEFRAUD RHEMA.**

5 41. The Agreement became binding and effective on September 25, 2017.

6 42. Once the Agreement became binding and effective, the Trust was
7 contractually barred from entering into any new leases and/or modifying or extending any
8 of the existing month-to-month leases.

9 43. Based upon information and belief, Dennis notified Defendant Leroy that the
10 Trust was selling the Property to Rhema.

11 44. Defendant Leroy, Dennis, Elena and the Trust realized that because
12 Defendant Leroy had not timely exercised his option to extend the 2010 Lease term, and
13 because the option right had expired, Defendant Leroy was on a month-to-month lease.

14 **D. THE SECRET LEASE.**

15 45. Despite knowing that the Agreement precluded the Trust from entering into
16 any new leases, Defendant Leroy, Dennis, Elena and the Trust secretly prepared and
17 executed a new lease purporting to give Defendant Leroy a new lease for a portion of the
18 Property identified as 1949 Prater Way (the "Secret Lease").

19 46. The Secret Lease was purportedly executed by Defendant Leroy, Dennis,
20 Elena and the Trust on October 1, 2017.

21 47. The Secret Lease purported to grant Defendant Leroy a new 3-year lease
22 term starting October 1, 2017, and to provide Defendant Leroy with three additional 3-
23 year lease extensions.
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1 48. The Secret Lease was never disclosed to Rhema by Defendant Leroy,
2 Dennis, Elena or the Trust prior to close of escrow.

3 49. The execution of the Secret Lease by Defendant Leroy, Dennis, Elena and
4 the Trust was a clear breach of the Agreement's terms and was a "material change" to the
5 condition of the Property.
6

7 50. Defendant Leroy, Dennis, Elena and the Trust executed the Secret Lease
8 for the purpose of defrauding and deceiving Rhema into thinking Defendant Leroy was on
9 a month-to-month lease when in fact they had entered into the Secret Lease.

10 51. A copy of the Secret Lease was not delivered to Rhema prior to the close of
11 escrow.

12 52. Rhema would not have purchased the Property from the Trust with
13 Defendant Leroy having a 3-year lease with three additional options to extend.
14

15 53. Defendant Leroy's continued tenancy is substantially interfering with
16 Rhema's plans to remodel and develop the Property to expand its church.

17 **E. RHEMA'S EFFORTS TO PROCEED WITH DEVELOPMENT.**

18 54. On January 5, 2018, Rhema notified Defendant Leroy that his month-to-
19 month lease rental rate would increase from \$451.00 per month to \$550.00 per month
20 commencing February 1, 2018.

21 55. Subsequently, on March 16, 2018, Defendant Leroy's attorney sent a letter
22 claiming that Defendant Leroy was a tenant under the Secret Lease and that the Secret
23 Lease expired on October 1, 2020.
24

25 56. Defendant Leroy's attorney provided Rhema with a copy of a Tenant
26 Estoppel Certificate that claimed Defendant Leroy's Secret Lease expired on October 1,
27 2020, however a copy of the Secret Lease was not provided.
28

1 57. The Tenant Estoppel Certificate was never provided to Rhema prior to this
2 time and was never a document disclosed in Rhema's purchase of the Property from the
3 Trust.

4 58. Defendant Leroy's attorney's letter of March 16, 2018 threatened legal
5 action against Rhema if they sought to increase the rent or to evict Defendant Leroy.
6

7 59. The Tenant Estoppel Certificate represented that the Secret Lease
8 "terminated" on October 1, 2020.

9 60. On June 30, 2020, Defendant Leroy purported to exercise an option to
10 extend the Secret Lease term for an additional 3-year period to and including October 1,
11 2023.

12 61. Rhema has engaged engineers and contractors to proceed with expansion
13 and development of the Property.
14

15 62. Defendant Leroy's attempt to remain in possession of his leased premises is
16 a breach of the Agreement and is a material and substantial interference with Rhema's
17 use and development of the Property.

18 63. Paragraph 24 of the Agreement provides that the prevailing party is entitled
19 to recovery of its attorney's fee and costs arising out of any litigation.
20

21 64. Rhema contacted Dennis to inquire about the Secret Lease and how it
22 came into existence.

23 65. Dennis left a voice-mail for Rhema stating that he secretly entered into the
24 Secret Lease with Defendant Leroy during the transaction and before the close of escrow
25 because until the close of escrow, he could do whatever he wanted with the Property.

26 66. The Secret Lease was executed by Dennis, Elena and Defendant Leroy.
27
28

1 67. At the time the Secret Lease was executed, Defendant Leroy knew the
2 Property was under contract to be purchased by Rhema.

3 **F. RHEMA'S NOTE AND DEED OF TRUST**

4 68. Pursuant to the terms of the Agreement, in addition to paying a \$100,000
5 cash down payment, Rhema executed a Promissory Note in favor of the Trust in the
6 amount of \$495,000 (the "Note") secured by a deed of trust on the Property (the "DOT")

7
8 69. At all times, Rhema has performed all payment obligations owed by it under
9 the terms of the Note and DOT.

10 70. Rhema pays the Trust the sum of \$2,810.56 each month pursuant to the
11 terms of the Note.

12 **FIRST CLAIM FOR RELIEF**
13 **(Breach of Agreement--Trust)**

14 71. Rhema incorporates all prior allegations as if fully set forth herein.

15 72. Rhema and the Trust are parties to the Agreement.

16 73. Rhema has performed all obligations required of it under the Agreement.

17 74. The Trust breached the Agreement by, among other things, entering into the
18 Secret Lease, by failing to disclose to Rhema that it entered into the Secret Lease, by
19 creating a "material change" to the Property and by failing to disclose the Material Change
20 to Rhema.
21

22 75. As a result of the Trust's conduct, Rhema has sustained damages in an
23 amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
24 incurred in this action.
25

26 ///

27 ///

SECOND CLAIM FOR RELIEF
(Contractual Breach of the Covenant of Good Faith and
Fair Dealing--Trust)

76. Rhema incorporates all prior allegations as if fully set forth herein.

77. Rhema and the Trust are parties to the Agreement.

78. The Trust owed a duty of good faith and fair dealing to Rhema arising from the Agreement

79. The Trust breached the duty of good faith and fair dealing by performing in a manner that was unfaithful to the purpose of the Agreement and which contravened the intention and spirit of the contract.

80. Rhema's justified expectations were thus denied as a result of the Trust's contractual breach of the covenant of good faith and fair dealing.

81. As a consequence of the Trust's conduct, Rhema has sustained damages in an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs incurred in this action.

THIRD CLAIM FOR RELIEF
(Tortuous Breach of the Covenant of Good Faith and
Fair Dealing--Trust)

82. Rhema incorporates all prior allegations as if fully set forth herein.

83. Rhema and the Trust are parties to the Agreement.

84. The Trust owed a duty of good faith and fair dealing to Rhema arising from the Agreement.

85. The Trust shared a special, fiduciary and/or confidential relationship with Rhema.

1 86. Rhema did repose in the Trust a special confidence with respect to the
2 transactions involving the sale of real property to it and the Trust was obligated to honor
3 the special confidence and confidentiality with due regard for Rhema's interests.

4 87. The Trust breached the duty of good faith and fair dealing by
5 performing in a manner that was unfaithful to the purpose of the Agreement and which
6 contravened the intention and spirit of the contract.

7 88. Rhema's justified expectations were thus denied as a result of the Trust's
8 tortious breach of the covenant of good faith and fair dealing.

9 89. As a consequence of the Trust's conduct, Rhema has sustained damages in
10 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
11 incurred in this action.

12 90. When the Trust's actions were performed, it acted with oppression, fraud
13 and malice and/or with the willful, intentional and reckless disregard of Rhema's rights
14 and interest in owning and developing the Property and receiving profits therefrom, and,
15 therefore, Rhema is entitled to punitive damages in excess of \$15,000.00.

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18 **FOURTH CLAIM FOR RELIEF**
19 **(Fraud-Trust, Dennis, Elena)**

20 91. Rhema incorporates all prior allegations as if fully set forth herein.

21 92. Defendants Dennis, Elena and the Trust made false statements and
22 representations to Rhema, including, among other things, that all tenants of the Property
23 were on month-to-month leases, that they would not enter into new leases and would
24 disclose all material changes to the Property that occurred prior to close of escrow.

25 93. The foregoing representations, as well as other representations, made by
26 these defendants were material representations.
27
28

1 94. These defendants knew these representations and promises were false
2 and/or they had an insufficient basis of information for making the representations.

3 95. These defendants intended to induce Rhema to proceed with the purchase
4 of the Property based upon these fraudulent representations.

5 96. Rhema relied upon the representations and promises made by these
6 defendants to its detriment.

7 97. As a result of these defendants' conduct, Rhema has sustained damages in
8 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
9 incurred in this action.

10 98. When these defendants' actions were performed, these defendants acted
11 with oppression, fraud and malice and/or with the willful, intentional and reckless
12 disregard of Rhema's rights and interest in owning and developing the Property and
13 receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in
14 excess of \$15,000.00.

15
16
17 **FIFTH CLAIM FOR RELIEF**
18 **(Fraudulent Concealment—Trust, Dennis, Elena, Leroy)**

19 99. Rhema incorporates all prior allegations as if fully set forth herein.

20 100. The Trust, Dennis, Elena and Leroy were under a duty to disclose to
21 Rhema, the Secret Lease and the "material changes" to the Property that occurred prior
22 to close of escrow.

23 101. These defendants, despite their performance and knowledge of the above-
24 referenced activities, did purposely and intentionally fail to disclose these facts to Rhema
25 with the intent to deceive and defraud Rhema and to induce Rhema to act differently than
26 it would have if it would have known of these facts.

102. If Rhema would have known of these facts, it would have acted differently than it actually did.

103. As a result of these defendants' conduct, Rhema has sustained damages in an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs incurred in this action.

104. When these defendants' actions were performed, these defendants acted with oppression, fraud and malice and/or with the willful, intentional and reckless disregard of Rhema's rights and interest in owning and developing the Property and receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in excess of \$15,000.00.

SIXTH CLAIM FOR RELIEF
(Negligent Misrepresentation—Trust, Dennis, Elena, Leroy)

105. Rhema incorporates all prior allegations as if fully set forth herein.

106. Defendants Dennis, Elena and the Trust made false statements and representations to Rhema, including, among other things, that all tenants of the Property were on month-to-month leases, that they would not enter into new leases and would disclose all material changes to the Property that occurred prior to close of escrow.

107. These defendants, in the course of an action in which they had a pecuniary interest, failed to exercise reasonable care or competence in obtaining or communicating information to Rhema.

108. Rhema justifiably relied on the information and representations made to it by these defendants.

1 109. As a result of these defendants' conduct, Rhema has sustained damages in
2 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
3 incurred in this action.

4 110. When these defendants' actions were performed, these defendants acted
5 with oppression, fraud and malice and/or with the willful, intentional and reckless
6 disregard of Rhema's rights and interest in owning and developing the Property and
7 receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in
8 excess of \$15,000.00.

10 **SEVENTH CLAIM FOR RELIEF**
11 **(CIVIL CONSPIRACY—Trust, Dennis, Elena, Leroy)**

12 111. Rhema incorporates all prior allegations as if fully set forth herein.

13 112. The Trust, Dennis, Elena and Defendant Leroy engaged in concerted action
14 with the unlawful intent to, among other things, deceive and defraud Rhema into
15 purchasing the Property in the belief that all tenants were on month to month leases, to
16 hide the material change in the character of the Property prior to closing, and to secretly
17 enter into the Secret Lease purporting to grant Defendant Leroy a 3-year term lease with
18 multiple options to extend.

19 113. These defendants engaged in their concerted action with the intent to and
20 for the purpose of harming Rhema and Rhema's ownership and possessory rights in the
21 Property.
22

23 114. As a result of these defendants' conduct, Rhema has sustained damages in
24 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
25 incurred in this action.
26
27
28

1 115. When these defendants' actions were performed, these defendants acted
2 with oppression, fraud and malice and/or with the willful, intentional and reckless
3 disregard of Rhema's rights and interest in owning and developing the Property and
4 receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in
5 excess of \$15,000.00.
6

7 **EIGHTH CLAIM FOR RELIEF**
8 **(Declaratory Relief—Trust, Dennis, Elena, Leroy)**

9 116. Rhema incorporates all prior allegations as if fully set forth herein.

10 117. There exists a current justiciable controversy between Rhema, the Trust,
11 Dennis, Elena and Defendant Leroy regarding their rights and obligations with respect to
12 the Secret Lease.

13 118. Pursuant to NRS 30.030 and 30.040 Rhema is entitled to seek declaratory
14 relief as requested.

15 119. This controversy is ripe for adjudication.

16 120. Rhema seeks a declaration from this Court setting forth Rhema's rights to
17 terminate the Secret Lease and to recover damages and a determination that the Secret
18 Lease and any purported option rights are unenforceable as a matter of law due to the
19 defendants' wrongful conduct.
20

21 121. In addition, Rhema seeks a declaration of this Court that the following
22 remedies and/or rights be enforced in Rhema's favor:

- 23 a. The Secret Lease void.
- 24 b. The Note obligation is reduced and offset by the amount of damages
- 25 sustained by Rhema due to the fraud and deceit perpetrated upon
- 26 Rhema as stated herein.
- 27
- 28

c. The Note obligation is reduced and offset by the reduced value of the Property caused by the Secret Lease when the purchase price was based upon month-to-month tenancies.

d. The Note's obligation is reduced and offset by the harm sustained to Rhema for construction delays and cost increases due to the fraud and deceit perpetrated upon Rhema as stated herein.

e. The Note's maturity date is extended an additional 3-years due to the fraud and deceit perpetrated upon Rhema as stated herein.

122. As a result of these defendants' conduct, Rhema has sustained damages in an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs incurred in this action.

**NINTH CLAIM FOR RELIEF
(Injunctive Relief—Leroy)**

123. Rhema incorporates all prior allegations as if fully set forth herein.

124. Rhema will suffer immediate and irreparable harm if Defendant Leroy is allowed to remain in possession of 1949 Prater Way.

125. As stated herein, Rhema is entitled to injunctive relief in the nature of a temporary restraining order, a preliminary injunction and a permanent injunction excluding Defendant Leroy from 1949 Prater Way.

126. Miller has had to employ the firm of Simons Hall Johnston PC to protect its real property interests and, as such, is entitled to all its reasonable and necessary attorney's fees and costs incurred in protecting such interests as an element of damages.

WHEREFORE, Rhema prays for judgment against Defendants, and each of them, as follows:

1. For damages in excess of \$15,000.00;
2. For punitive damages in excess of \$15,000.00;
3. For declaratory relief as requested;
4. For injunction relief as requested;
5. For reasonable attorney's fees; and
6. For such other further relief as may be proper and appropriate under the circumstances.

AFFIRMATION: The undersigned do hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 11th day of August, 2020.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509

By: _____

MARK G. SIMONS, ESQ.
Attorney for Plaintiff

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

EXHIBIT LIST

NO	DESCRIPTION	PAGES
1	Offer	12
2	Counteroffer	1

EXHIBIT 1

EXHIBIT 1



COMMERCIAL/INVESTMENT PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS



Date Prepared: 09/28/2017

1
2 RECEIVED from Rhema Christian Church
3
4
5 ("BUYER"), the sum of \$ 10,000.00 (Ten thousand) and no/100 Dollars) evidenced by
6 ☐ Cash, ☒ Check, ☐ other on account of the PURCHASE PRICE
7 of \$ 545,000.00 (Five hundred forty-five thousand) and no/100 Dollars)
8 ("Purchase Price") for that certain land, improvements, and personal property, if any, situated in the ☒ City, ☐ Unincorporated Area
9 of Sparks, County of Washoe, State of Nevada, and more particularly
10 described as follows: 1945-1953 Prater Way, Sparks, NV 89431
11 Address: consisting of approximately
12 6,205 square feet of building(s) on approximately 23,522.4 square feet of land, (APN) 032-062-21
13 (the "Property") upon the following TERMS and CONDITIONS:
14

1. PURCHASE TERMS:

1.1 EARNEST MONEY DEPOSIT:

To be deposited ☒ within one (1) day or ☐ within () days of the
Date of Acceptance with Escrow Holder (as defined below).
The initial earnest money deposit shall be held by Coldwell Banker Commercial Business (Broker)
subject to applicable statutes and regulations until SELLER's acceptance of this contract, Proposed
at which time said deposit shall be deposited with Escrow Holder and applied to the Purchase Price at
Close of Escrow (as defined below).

\$ 10,000

1.2 ADDITIONAL EARNEST MONEY DEPOSIT:

The earnest money deposit shall be increased
☐ Within () days from acceptance, OR
☐ upon removal of all contingencies in writing, OR
☐ other

\$ 0

Additional earnest money deposit to be deposited with Escrow Holder and applied to the Purchase Price
at Close of Escrow (as defined below).

1.3 BALANCE OF CASH PAYMENT:

\$ 90,000

1.4 EXISTING FINANCING:

Existing First Note, terms and conditions as specified herein.
Existing Second Note, terms and conditions as specified herein.

\$ 445,000

1.5 SELLER FINANCING:

Terms and conditions as specified herein.

\$ -

1.6 NEW LOAN:

Contingent upon the terms and conditions as specified herein.

\$ 545,000

1.7 TOTAL PURCHASE PRICE:

(Not including Closing costs) Any net difference between the approximate balances of encumbrances
shown above which are to be assumed or taken subject to, and the actual balances of said encumbrances
at Close of Escrow, shall be adjusted in ☒ Cash, ☐ Other

DEFINITIONS (unless stated otherwise in this document)

BROKER OR AGENT includes cooperating brokers, brokers, all sales persons and agents. **DAYS** means calendar days unless otherwise specified. If the (a) stated Closing of Escrow date or (b) last day for the performance of an act falls upon a day during which normal business is not performed then the Close of Escrow date or such last day, as the case may be, will be the next following regular business day. **DATE OF ACCEPTANCE (EFFECTIVE DATE)** means the date the SELLER accepts the offer or counter offer is accepted by both BUYER and SELLER. **DELIVERED** means personally delivered to BUYER, SELLER, or respective licensees, transmitted by the facsimile machine, electronically, or mailed by registered carrier, next business day delivery with receipt requested. In the event of fax transmission, delivery shall be deemed to be complete at the time noted on the sender's fax confirmation sheet. In the event of electronic delivery (i.e. email), delivery shall be deemed to be complete upon acknowledgment by the receiving party. **DATE OF CLOSING (CLOSE OF ESCROW, CLOSING)** means the date title is transferred. The **SINGULAR** includes the plural and the **MASCULINE** includes the feminine. **TERMINATING THE AGREEMENT** means that both BUYER and SELLER are relieved of their obligations and all deposits will be returned to the BUYER less expenses incurred by or on account of the BUYER to the date of termination, unless BUYER defaults, in which case SELLER is entitled to terminate this Agreement and keep said deposits. **PROPERTY**, unless the context indicates otherwise, means all easements and rights appurtenant thereto and all improvements thereon, including all building thereon and any rights appurtenant thereto, all other improvements, all personal property owned by SELLER and used in the operation or maintenance and management of the real property, and all contract or lease rights, agreements, water rights (unless specifically stated otherwise within this Agreement), mineral rights, utility contracts or other rights relating to the ownership, use and operation of the real property, governmental permits, approvals and licenses, if any and all intangible property rights used in connection with the land and the improvements thereon without limitation, all trade names and trade marks, including the name of the real property, the plans and specifications and other architectural and engineering drawings for the improvements, if any, and warranties, if any. **CC&Rs (Covenants, Conditions, and Restrictions)** means the restrictive limitations which may be placed on the property. **PROPERTY OWNER'S ASSOCIATION** is an association of people who own property in a given area, formed for the purpose of improving or maintaining the quality of the area. **ASSIGNEE** when used as and/or with the BUYERs name, shall allow BUYER to assign its interest without the consent of the SELLER. **DATE PREPARED** is for reference only. **N/A** signifies Not Applicable.

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BUYER must initial "BUYER Included" or "BUYER Waived" for each item below.

BUYER
Included

BUYER
Waived

1.8 IF "EXISTING FINANCING", TERMS AND CONDITIONS SHALL INCLUDE: BUYER shall take the title to the Property subject to the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)") as per attached Existing Financing Addendum (Commercial).

BUYER
Included

BUYER
Waived

1.9 IF "SELLER FINANCING", TERMS AND CONDITIONS SHALL INCLUDE: BUYER shall give SELLER a deed of trust (the "Purchase Money Deed of Trust") on the Property, to secure the promissory note of BUYER to SELLER described as per attached SELLER Financing Addendum (Commercial).

BUYER
Included

BUYER
Waived

1.10 IF "NEW FINANCING" (NEW LOAN) CONTINGENCY: This offer is contingent upon BUYER:

Obtaining from a lender within ☐ ten (10) days or ☐ _____ (_____) days from Date of Acceptance a commitment to lend BUYER a sum _____ and no/100 Dollars),

not less than \$ _____ (_____) % per annum, payable in equal monthly installments, including
A. ☐ at a fixed interest rate not to exceed _____ % per annum, payable in equal monthly installments, including
☐ interest only or ☐ interest and principle, amortized over a period of not less than _____ (_____) years all due and payable in _____ (_____) years.

OR

B. ☐ at a variable interest rate commencing at an interest rate not to exceed _____ % per annum, including ☐ interest only, or
☐ interest and principle, amortized over a period of not less than _____ (_____) years all due and payable in _____ (_____) years.

Loan fees shall not exceed _____ % of the amount of the New Loan. The New Loan shall be secured by a first deed of trust upon the Property.

In the event BUYER is obtaining a New Loan and in the event that the amount of the New Loan actually obtained is greater than the amount set forth herein and such excess is paid to the SELLER, the Purchase Money Note, if one is called for in this transaction, shall be reduced by the excess of the actual face amount of the New Loan over such amount as designated.

BUYER hereby agrees to diligently pursue obtaining the new loan. The BUYER shall within ☐ ten (10) days or ☐ _____ (_____) days from Date of Acceptance deliver to SELLER a commitment letter from lender of BUYER's choice. If

BUYER fails to deliver said notice to its Broker, Escrow Holder and SELLER, in writing within the above time frame, this Agreement shall be terminated, and BUYER shall be entitled to the prompt return of BUYER's Deposit and any other funds deposited by or for BUYER with Escrow Holder or SELLER, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which BUYER shall pay.

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

Two outdoor containers delivered empty at Close of Escrow

3. ESCROW & CLOSING: On or before _____ (30) days from Date of Acceptance both BUYER and SELLER shall deposit with an authorized Escrow Holder, to be selected by ☒ BUYER, ☐ SELLER, all funds and instruments necessary to complete the sale in accordance with the terms hereof. Promptly after mutual execution of this contract, BUYER and SELLER shall open an escrow with Near title of Nevada ("Escrow Holder"), Luana Hoyer Barnes ("Escrow Officer").
Escrow Fee to be paid by ☐ BUYER, ☐ SELLER, ☐ 50% % by BUYER and ☐ 50 % by SELLER. Documentary Transfer Tax, if any, to be paid by ☐ BUYER, ☐ SELLER, ☐ 50 % by BUYER and ☐ 50 % by SELLER. Premium for a standard coverage owner's or joint protection policy of title insurance shall be paid by ☐ BUYER, ☒ SELLER, ☐ _____ % by BUYER and ☐ _____ % by SELLER. All remaining Closing Costs shall be paid in customary manner and/or as required by law, ordinance and/or regulation.

3.1 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law, custom and practice of the community in which the Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

3.2 Upon acceptance hereof by SELLER, this Agreement, including any counter offers incorporated herein by the BUYER and SELLER, shall constitute not only the agreement of purchase and sale between BUYER and SELLER, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow.

3.3 If this transaction is terminated for non-satisfaction and nonwaiver of BUYER's Contingency, as defined herein, then neither BUYER nor SELLER shall thereafter have any liability to the other under this Agreement, except to the extent of the breach of any affirmative covenant or warranty in this Agreement that may have been involved. In the event of such termination, BUYER shall be promptly refunded all funds deposited by or on behalf of BUYER with a Broker, Escrow Holder or SELLER, less only Title Company and Escrow Holder cancellation fees and costs, all of which shall be BUYER's obligation.

3.4 The Close of Escrow shall occur on the expected Close of Escrow Date; provided however, that if the Close of Escrow does not occur by the expected Close of Escrow date and the expected Close of Escrow date is not extended by mutual instructions of the BUYER and SELLER, a Party hereto not then in default under this Agreement may notify the other Party, Escrow Holder, and Broker, in writing that, unless Close of Escrow occurs within five (5) business days following said notice, the Escrow and this Agreement shall be deemed terminated without further notice or instructions.

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1 3.5 Should Close of Escrow not occur in said five (5) day period, this Agreement and Escrow shall be deemed terminated and
2 Escrow Holder shall forthwith return all monies and documents, less only Escrow Holder's reasonable fees and expenses, to the party
3 who deposited them. Such party shall indemnify and hold Escrow Holder harmless in connection with such return. However, no
4 refunds or documents shall be returned to a party claimed by written notice to Escrow Holder to be in default under this Agreement.

5 3.6 In addition to any encumbrances referred to herein, BUYER shall take title to the Property subject to: (1) Real Estate Taxes not
6 yet due and (2) Covenants, Conditions, Restrictions, rights of way, and easements of record, if any, which do not materially affect the
7 value or intended use of the property. Such encumbrances shall be deemed approved unless written notice to the contrary is delivered
8 to SELLER or SELLER's Agent within twenty (20) or ☐ _____ (_____) days from Date of Acceptance.

9 3.7 BUYER and SELLER shall each, diligently and in good faith, undertake all actions and procedures reasonably required to
10 place the Escrow in condition for Closing as and when required by this Agreement. BUYER and SELLER agree to provide all
11 further information, and to execute and deliver all further documents and instruments, reasonably required by Escrow Holder or the
12 Title Company.

13 4. EVIDENCE OF TITLE: On the date of Closing, Escrow Holder shall issue title insurance, to be in the form of ☐ CLTA or
14 ☐ ALTA Policy of Title Insurance, insuring BUYER's title to the Property in an amount equal to the full purchase price. Said title
15 policy shall insure that BUYER has good and marketable title to the Property subject only to the exceptions authorized. In the event
16 of Seller Financing, the policy of title insurance shall be a joint protection policy insuring both BUYER and SELLER.

17 Note: BUYER should discuss the choice of policy with the title company of his choice at the time escrow is opened. BUYER is
18 aware that additional coverage policies are available. All cost associated with additional coverage policy to be paid by ☐ BUYER,
19 ☐ SELLER, ☐ split _____ % by BUYER and _____ % by SELLER.

20 4.1 As soon as reasonably possible following opening of Escrow, but not to exceed ☐ ten (10) days or ☒ _____ (7) days
21 from Date of Acceptance, ☐ BUYER, ☒ SELLER, ☐ split _____ % by BUYER and _____ % by SELLER, shall pay furnish to
22 BUYER a Preliminary Title Report on the Property (the "Report"), together with full legible copies of all exceptions in the Report.
23 BUYER shall have ☐ twenty (20) or ☒ _____ (3) days from Date of Acceptance to notify SELLER and Escrow Holder in
24 writing of BUYER's reasonable disapproval of any such exceptions. Failure of BUYER to disapprove in writing any exceptions within
25 the aforementioned time period shall be deemed to be an approval of the Report.

26 In the event BUYER disapproves any exception in the Report, and notifies the SELLER in writing within the aforementioned time
27 period, SELLER shall use due diligence to remove such exceptions at his own expense.

28 SELLER shall have ☐ thirty (30) days or ☒ _____ (15) days from Date of Acceptance to remove the exceptions. But if such
29 exceptions cannot be removed, or SELLER refuses to remove or correct said conditions, by this date, all rights and obligations herein
30 may, at the election of the BUYER, terminate and the deposit shall be returned to BUYER, unless he elects to purchase the Property
31 subject to such exceptions.

32 4.2 The manner of taking title may have significant legal and tax consequences. BUYER should obtain advice from his legal or tax
33 counsel regarding this matter. Title shall vest as designated in escrow instructions.

34 5. PHYSICAL POSSESSION: Physical possession shall be delivered to BUYER ☒ upon recordation of the deed or ☐ other:
35
36 subject to the rights of tenants under existing leases.

37
38 6. CONTINGENCIES TO CLOSING:

39 Note: The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. All contingencies
40 not accepted, waived, or rejected in writing within the allotted time shall be deemed ☐ waived or ☐ disapproved by BUYER,
41 unless stated otherwise herein.

42 BUYER must initial "BUYER Included" or "BUYER Waived" for each item below.

43
44
45 BUYER BUYER
46 Included Waived
47 ☒ OR ☐ 6.1 PEST CONTROL INSPECTION: Within ☐ ten (10) days or
48 ☐ _____ (_____) days from Date of Acceptance, ☒ BUYER, ☐ SELLER, shall furnish BUYER at the expense of the ☐ BUYER,
49 ☐ SELLER, a current written report of an inspection by a licensed Structural Pest Control Operator, of the main building (excluding
50 the roof covering), and other structures on the Property listed as follows:

51
52
53
54 ☐ BUYER, ☒ SELLER to pay for: (1) Elimination of infestation and/or infection of wood-destroying pests or organisms, (2) repair
55 of damage caused by such infestation and/or infection, (3) correction of conditions which caused said damage and (4) repair of
56 plumbing and other leaks, including repair of leaking stall showers, in accordance with said pest control operator's report.
57 If the inspecting structural pest control operator shall recommends further inspection of inaccessible areas, BUYER may require that
58 said areas be inspected. If any infestation or infection is discovered by such inspection, the additional cost of such inspection and
59 additional required work shall be paid by ☐ BUYER, ☐ SELLER. If no such infestation or infection is discovered, the additional
60 cost of inspecting such inaccessible areas and the required cost to return the Property to its original condition shall be paid by
61 ☐ BUYER, ☐ SELLER. Any work specified in said report shall be done at ☐ BUYER, ☐ SELLER expense, and shall not exceed

62 \$ _____
63 BUYER BUYER
64 Included Waived
65 ☐ OR ☒ 6.2 PRE-INSPECTION REPORTS: Unless the local ordinance requires otherwise,
66 the inspection report shall be a "Pre-Inspection" by the fire department. Said report shall be ordered and directed by ☐ BUYER,
67 ☐ SELLER. This inspection shall be paid for by the ☐ BUYER, ☐ SELLER. Said report shall be ordered within _____ (_____) days
68 days from Date of Acceptance and approved or rejected by BUYER within _____ (_____) days from Date of Acceptance.

1 BUYER BUYER
2 Included Waived
3 [] OR [] 6.3 SOIL INSPECTION: Within five (5) days or () days from
4 Date of Acceptance, said report shall be ordered and directed by [] BUYER, [] SELLER, and paid by [] BUYER, [] SELLER,
5 [] split % by BUYER and % by SELLER. BUYER shall deliver to SELLER written approval or disapproval of said
6 report, within [] thirty (30) days or () days from Date of Acceptance. SELLER shall promptly provide to BUYER
7 copies of any existing soil reports that SELLER may have in its possession.

8 BUYER BUYER
9 Included Waived
10 [] OR [] 6.4 SURVEY (Initial Option "A" or "B"):
11 (A) [] BUYER shall provide written approval or disapproval, within [] twenty (20) days or ()
12 days from Date of Acceptance of the supporting documents of an ALTA title supplement based upon a survey prepared to American
13 Land Title Association (the "ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and
14 boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within ten (10)
15 feet either side of the Property boundary lines. The survey shall be ordered and directed by [] BUYER, [] SELLER, and paid by
16 [] BUYER, [] SELLER, [] split % by BUYER and % by SELLER. BUYER may elect within the period allowed for
17 BUYER's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event BUYER shall pay
18 any additional premium attributable thereto.

19 OR
20 (B) [] Corner's Marked. The marking of the Property corners shall be ordered and directed by [] BUYER,
21 [] SELLER, and paid by [] BUYER, [] SELLER, [] split % by BUYER and % by SELLER.

22 BUYER BUYER
23 Included Waived
24 [] OR [] 6.5 INVESTIGATION AND APPROVALS OF GOVERNMENTAL ISSUES:
25 BUYER shall have within [] ten (10) days or () days from Date of Acceptance to investigate and obtain all
26 necessary approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property
27 which BUYER deems necessary or desirable in connection with its intended use of the Property as a

28
29
30 including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, law
31 enforcement, handicapped access, transportation and environmental matters. BUYER's failure to deliver to Escrow Holder and
32 SELLER written notice terminating this Agreement prior to the expiration of said period as a result of BUYER's failure to obtain such
33 approvals and permits shall be conclusively deemed to be BUYER's waiver of this condition to BUYER's obligations under this
34 Agreement.

35 BUYER BUYER
36 Included Waived
37 [] OR [] 6.6 INVESTIGATION AND APPROVALS OF CC&R's AND COMMON-INTEREST
38 COMMUNITIES: SELLER shall deliver to BUYER the Covenants, Conditions and Restrictions ("CC&Rs"), Common-Interest
39 Community regulations, and any other documents to the BUYER within [] five (5) days or () days from Date of
40 Acceptance. BUYER shall have [] ten (10) days or () days from Date of Acceptance to investigate the status and
41 regulations of any Common-Interest Community Regulations (CC&Rs), and any other related documents, and to notify Seller and
42 Escrow Holder in writing of BUYER's reasonable disapproval of same.

43 BUYER BUYER
44 Included Waived
45 [] OR [] 6.7 HAZARDOUS/NOXIOUS CONDITIONS REPORT: Such report, within
46 [] ten (10) days or () days from Date of Acceptance, will be ordered and directed by [] BUYER, [] SELLER, and
47 paid by [] BUYER, [] SELLER, [] split % by BUYER and % by SELLER. BUYER shall deliver written approval or
48 disapproval, within [] ten (10) days or () days from Date of Acceptance, of a Hazardous/Noxious Conditions
49 Report concerning the Property and relevant adjoining properties. A "Hazardous Condition" for purposes of this Agreement is
50 defined as any condition whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal,
51 state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. This shall include,
52 without limitation, "Noxious Weed" as defined in NRS 555.005. The location of a "Hazardous Condition" for purposes of this
53 Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous/Noxious condition that would
54 require remediation and/or removal under applicable Federal, state, or local law.

55 BUYER BUYER
56 Included Waived
57 [] OR [] 6.8 PERSONAL PROPERTY IN FURNISHED UNITS: The Purchase Price
58 includes all furniture and furnishings and any other personal property owned by SELLER and used in the operation of the Property.
59 An inventory list shall be provided by SELLER to BUYER within [] ten (10) days or () days from Date of
60 Acceptance. BUYER shall have [] thirty (30) days or () days from Date of Acceptance to approve or disapprove.
61 Said signed inventory list shall be attached and become a part of this Agreement. This inventory has been made an integral part of
62 this Agreement prior to its execution by both BUYER and SELLER. Said personal property to be transferred to BUYER free and
63 clear of liens at Close of Escrow by Bill of Sale with no warranty implied as to the condition of any personal property after Close of
64 Escrow.

65 BUYER BUYER
66 Included Waived
67 [] OR [] 6.9 SMOKE DETECTORS: In accordance with local ordinance, smoke detectors
68 shall be installed on the Property at the expense of the [] BUYER, [X] SELLER. If required, said smoke detectors shall be inspected
69 by the appropriate City or County agency prior to Close of Escrow and a compliance report obtained and delivered to BUYER at
70 Close of Escrow.

1 BUYER
2 Included OR ☒ Waived

3 6.10 FLOOD HAZARD ZONE: BUYER has been advised that the Property may
4 be located in an area which the Federal Emergency Management Agency has found to have special flood hazards and that, pursuant to
5 the National Flood Insurance Program, it may be necessary to purchase flood insurance in order to obtain any loan secured by the
6 Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The
7 purpose of the program is to provide flood insurance at reasonable cost. For further information consult your lender or insurance
8 carrier.

9 BUYER
10 Included OR ☒ Waived

11 6.11 INCOME AND EXPENSE STATEMENT: SELLER shall, within ☐ five (5)
12 days or ☐ () from Date of Acceptance, deliver to BUYER a true and complete statement of income and expenses of
13 the Property for the prior () year(s) and year to date for BUYER's approval within ☐ thirty (30) days or
14 ☐ () days from Date of Acceptance. BUYER'S obligations are conditioned upon approval of said statement. BUYER
15 shall be deemed to have approved said statement unless written notice to the contrary is delivered to SELLER or his Agent within said
16 period, in which case, BUYER may cancel this Agreement and BUYER shall be entitled to return of his deposit less its expenses, and
17 both BUYER and SELLER shall be relieved of all obligations hereunder.

18 BUYER
19 Included OR ☒ Waived

20 6.12 UTILITIES STATEMENT: If paid by SELLER, SELLER shall provide to
21 BUYER the most recent twelve (12) months of utility receipts within ☐ ten (10) days or ☐ () days from Date of
22 Acceptance.

23 BUYER
24 Included OR ☒ Waived

25 6.13 EXISTING LEASES: Within ☐ ten (10) days or ☐ () days
26 from Date of Acceptance, SELLER shall deliver to BUYER for his approval legible copies of all existing leases, subleases and rental
27 agreements for the Property, as well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements,
28 incurred defaults by SELLER or tenants, claims made by or to tenants, and a statement of all tenants' deposits held by SELLER, all
29 of which SELLER warrants to be true and complete. BUYER's obligations under this Agreement are conditioned upon approval of
30 existing leases. BUYER shall be deemed to have approved said documents unless written notice to the contrary is delivered to
31 SELLER or his Agent within ☐ thirty (30) days or ☐ () days from Date of Acceptance, in which case BUYER shall
32 be entitled to return of his deposit less any expenses, and both BUYER and SELLER shall be relieved of all obligations herein.

33 BUYER
34 Included OR ☒ Waived

35 6.14 ESTOPPEL CERTIFICATE(S): SELLER shall deliver to BUYER and
36 Escrow Holder at least ☐ ten (10) days or ☐ () days prior to Close of Escrow an Estoppel Certificate(s), as provided
37 by BUYER, executed by each tenant of the Property.

38 BUYER
39 Included OR ☒ Waived

40 6.15 APPRAISAL: Appraisal fee to be paid by ☐ BUYER, ☐ SELLER. It is
41 expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER shall not be obligated to complete the
42 purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits if the appraised value of the
43 Property (excluding Closing Costs) is less than the amount specified as the Purchase Price. The BUYER shall, however, have the
44 option of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation. Appraisal
45 report shall be completed within ☐ forty five (45) days or ☐ () days from Date of Acceptance.

46 BUYER
47 Included OR ☒ Waived

48 6.16 EXISTING CONTRACTS AND AGREEMENTS: Copies or written
49 descriptions, of all existing written contracts and oral contracts and/or agreements by SELLER and regarding the Property shall be
50 provided to BUYER by SELLER within ☐ ten (10) days or ☒ () days of the Date of Acceptance. BUYER shall have
51 ☐ thirty (30) days or ☐ () days from Date of Acceptance of said contracts and agreements to accept or reject the
52 same.

53 BUYER
54 Included OR ☒ Waived

55 6.17 OPERATING PERMIT/BUSINESS LICENSE: If applicable, SELLER
56 warrants that an operating permit/business license for the Property is in effect. SELLER to provide BUYER a copy of said permit or
57 license within ☐ ten (10) days or ☐ () days from Date of Acceptance.

58 BUYER
59 Included OR ☒ Waived

60 6.18 OCCUPANCY PERMIT (if applicable): If applicable, SELLER warrants
61 that an occupancy permit for the Property is in effect. SELLER to provide BUYER a copy of said occupancy permit within ☐ ten
62 (10) days or ☐ () days from Date of Acceptance.

63 BUYER
64 Included OR ☒ Waived

65 6.19 PRIOR INSPECTIONS: SELLER shall within ☐ ten (10) days or
66 () days from Date of Acceptance, provide BUYER with copies of all prior inspections and reports (for information
67 purposes only) in the possession of or readily available to the SELLER, if any.

1 BUYER BUYER
2 ☒ Included ☐ Waived
3 ☐ OR ☐ 6.20 COMMERCIAL DISCLOSURE/ENVIRONMENTAL: SELLER shall deliver
4 to BUYER at least ☐ ten (10) days or ☒ (7) days from Date of Acceptance the completed Commercial Disclosure/
5 Environmental Form attached hereto.
6 BUYER BUYER
7 ☒ Included ☐ Waived
8 ☐ OR ☐ 6.21 WALK-THROUGH INSPECTION: BUYER will have the right to conduct
9 a walk-through inspection of the property within ☐ ten (10) days or ☒ (5) days prior to Close of Escrow, to verify
10 SELLER's compliance with the provisions within this Agreement. Utilities are to remain turned on until Close of Escrow.
11 BUYER BUYER
12 ☒ Included ☐ Waived
13 ☐ OR ☐ 6.22 ADDITIONAL INSPECTIONS: Unless stated otherwise in this Agreement,
14 the BUYER shall at ☐ BUYER's, ☐ SELLER's expense, have the right to order any and all inspections that BUYER deems
15 necessary by experts, including, but not limited to, engineers, geologists, architects, contractors, surveyors, and structural pest control
16 operators to inspect the Property for any structural and non-structural conditions, including matters concerning, but not limited to,
17 roofing, electrical, plumbing, heating, cooling, appliances, pool, boundaries, structural inspection reports, roof inspection, Phase I
18 Environmental Report on Hazardous Wastes and Materials, A.D.A. (Americans Disabilities Act) Report, Asbestos testing report, lead
19 based paint report, radon report, mold inspection, wood stove inspection, seismology report and/or earthquake fault information,
20 electromagnetic field report, water quality/quantity report, septic systems inspection, shall be ordered and must exercise that right
21 within ☐ ten (10) days or ☒ (5) days from Date of Acceptance. Reports shall be approved, rejected, or waived by
22 BUYER within ☐ thirty (30) days or ☒ (25) days from Date of Acceptance.
23 BUYER shall furnish SELLER, at no cost to SELLER, copies of inspections and reports obtained, along with list(s) itemizing all
24 repairs requested by the BUYER as indicated by said inspection and reports within ☐ thirty (30) days or ☐ () days
25 from Date of Acceptance. SELLER agrees to pay an amount NOT to exceed the total sum of \$ _____
26 (_____ and no/100 Dollars) for all repair conditions indicated, per the above contingency reports and/or any defect
27 discovered or defect which has become worse than was originally indicated.
28 Any needed repairs, remediation, or corrective action identified by said reports in excess of the above stated dollar amount shall be
29 at BUYER's expense. However, if repair expenses are considered excessive by BUYER, then BUYER may terminate this Agreement
30 at BUYER's discretion unless SELLER agrees to repairs at SELLER's expense by written addendum to this Agreement.
31 If not completed by Close of Escrow, funds shall be held in Escrow, unless otherwise disallowed by Lender, and disbursed by
32 Escrow Holder upon receipt of a statement by a licensed structure pest control operator, certifying that the Property is free of
33 evidence of active infestation or infection.
34 As soon as the same are available, copies of the report, and any certification or other proof of completion of said work shall be
35 delivered to the Agents of BUYER and SELLER who are authorized to receive the same on behalf of their principals.
36 BUYER acknowledges that it has not relied upon any representations by the Agent with respect to the condition of the Property.
37 BUYER BUYER
38 ☒ Included ☒ Waived
39 ☐ OR ☐ 6.23 SELLERS COST OBLIGATIONS TO CONTINGENCY TO CLOSING:
40 (A) The Closing of this Agreement is subject to the sale and conveyance of "BUYER's Property" described as:
41 (Address/Name) _____
42 (APN/Legal Description) _____
43 (Type/Use) _____
44 within the time specified for Closing of SELLER's property. (B) SELLER shall have the right to continue to offer the herein Property
45 for sale and to accept offers subject to the rights of BUYER. Should SELLER accept such an offer, then BUYER shall be given
46 written notice of such acceptance. In the event BUYER will not waive this condition in writing within ☐ ten (10) days or
47 ☐ () days of receipt of such notice, then this Agreement shall be terminated and all deposits be returned to BUYER
48 and Escrow cancelled. Said notice may be personally delivered or mailed by certified mail and addressed to BUYER, care of his
49 Agent identified herein.
50 BUYER BUYER
51 ☒ Included ☒ Waived
52 ☐ OR ☐ 6.24 PROBATE/CONSERVATION SALE: In the event that this sale is subject
53 to Probate/Conservation sale, BUYER is aware of the following: (a) Court Approval; (b) Competitive Bidding; (c) "As Is, Where Is,
54 Current Condition". Should the sale be a Probate/Conservation sale, SELLER shall furnish to BUYER within ☐ five (5) days or
55 ☐ () days from Date of Acceptance, all required court documents regarding said sale.
56
57 All of the contingencies specified in the above subparagraphs are for the benefit of, and may be waived by the BUYER, and
58 may be elsewhere herein referred to as "BUYER Contingencies."
59
60 BUYER BUYER
61 ☒ Included ☐ Waived
62 ☐ OR ☐ 7. REPRESENTATION AND WARRANTIES OF SELLER.
63 7.1 SELLER'S WARRANTIES AND REPRESENTATIONS: SELLER's warranties and representations shall survive the
64 Close of Escrow and delivery of the deed and, unless otherwise noted herein, are true, material and relied upon by BUYER and Agent
65 in all respects, both as of the Date of Agreement, and as of the date of Close of Escrow. SELLER hereby makes the following
66 warranties and representations to BUYER and Agent.

1 (a) Authority of SELLER. SELLER is the owner of the Property and has the full right, power and authority to sell, convey and
2 transfer the Property to BUYER as provided herein, and to perform SELLER's obligations hereunder. Each person signing this
3 Agreement on behalf of an entity constituting either BUYER or SELLER warrants that: (i) he or she is duly authorized to sign and
4 deliver this Agreement on behalf of the entity, in accordance with a duly adopted resolution of the board of directors or the bylaws of
5 the corporation in the case of a corporation, in accordance with the resolutions or bylaws of the limited company, in accordance with
6 the Agreement of Partnership or resolution pursuant thereto in the case of partnership, or in accordance with the trust agreement in the
7 case of a trust, and (ii) this Agreement is binding upon the corporation, limited liability companies, partnership or trust in accordance
8 with its terms. Such entity shall be duly and properly organized to transact business in the State of Nevada.

9 (b) Maintenance During Escrow and Equipment Condition at Closing. Except as otherwise provided in the paragraph dealing
10 with destruction, damage or loss, SELLER shall maintain the Property until Close of Escrow in its present condition, ordinary wear
11 and tear excepted. Items such as, but not limited to, heating, ventilating, air conditioning, plumbing, elevators, loading doors and
12 electrical systems shall be in good operating order and condition at the time of Closing.

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

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

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

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

28 (g) Mechanics' Liens. There are no unsatisfied mechanics or material man's lien rights concerning the Property.

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

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

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

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

37 7.2 EXISTING CONDITION: BUYER hereby acknowledge that, except as otherwise stated in this Agreement, BUYER is
38 purchasing, subject to required repairs, replacements or corrections of condition, the Property in its existing condition and will, by the
39 time called for herein, make or have waived all inspections of the Property that BUYER believes are necessary to protect its own
40 interest in, and its contemplated use of, the Property. BUYER and SELLER acknowledge that, except as otherwise stated in this
41 Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any
42 aspect of OSHA, and FEMA laws or any other act, ordinance of law, have been made by either BUYER, SELLER or Agent, or
43 relied upon by either Party hereto.

44 7.3 MATERIAL CHANGE: No Material Change, as hereinafter defined, shall have occurred with respect to the Property that
45 has not been approved in writing by BUYER. For purposes of this Agreement, a "Material Change" shall be a change in the status of
46 the use, occupancy, tenants, or condition of the Property as reasonably expected by the BUYER, that occurs after the date of this offer
47 and prior to Close of Escrow. BUYER shall have ☐ ten (10) days or ☒ (3) days following receipt of written notice
48 from any source of any such Material Change within which to approve or disapprove same. Unless otherwise notified in writing by
49 either BUYER, SELLER or Agent, Escrow Holder shall assume that no Material Change has occurred prior to Close of Escrow.

50 7.4 IMPACT FEES: Pursuant to Nevada Revised Statutes, the BUYER(s) of real property, for or under, development is hereby
51 informed that such property may be subject to impact fees which have been or will be imposed by governmental agencies.

52 8. HAZARDOUS/NOXIOUS CONDITIONS: Both BUYERS and SELLERS should seek the advice of independent experts
53 regarding the potential presence and/or effect of toxic or hazardous substances or noxious weeds on real property and any
54 improvements to be sold or purchased.

55 BUYER and SELLER acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or
56 users of real property for the investigation and remediation of a Hazardous Condition. The determination of the existence of a
57 hazardous condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of the Agent.
58 BUYER and SELLER acknowledge that they have been advised by the Agent to consult their own technical and legal experts with
59 respect to the possible hazardous condition aspects of this Property or adjoining properties, and BUYER and SELLER are not relying
60 upon any investigation by or statement of the Agent with respect thereto. BUYER and SELLER hereby assume all responsibility for
61 the impact of such hazardous conditions upon their respective interests herein.

62 NOTICE: BUYER is informed of the advisability in making "All Appropriate Inquiries" as required under the Comprehensive
63 Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USCA §§9601 et. Seq.) and regulations
64 promulgated pursuant thereto. Such Appropriate Inquiries must include, but not be limited to, obtaining a Phase I Environmental Site
65 Assessment (ESA) pursuant to the American Society for Testing and Materials "Standards Practice for Environmental Site
66 Assessments: Phase I Environmental Site Assessment Process" (Standard E1527-05). Failure to conduct All Appropriate Inquiries as
67 required under CERCLA may result in BUYER being unable to assert the "Bona Fide Prospective Purchaser" or "Innocent
68 Landowner" defense under CERCLA or companion state statutes. BUYER is advised to consult an attorney for further information.

69 9. DEFERRED AGRICULTURE TAX: In the event of any Deferred Agriculture Tax, ☐ BUYER, ☐ SELLER shall pay said
70 taxes through Close of Escrow.

1 10. PRORATIONS:

2 10.1 TAXES: Real property taxes payable by the owner of the Property shall be prorated through Close of Escrow as of the date
3 of the recordation of the deed for the Property, based upon the latest tax bill available. SELLER shall pay supplemental tax bill levied
4 by reason of events occurring within the tax year prior to Close of Escrow. Payment shall be made promptly in cash upon receipt of a
5 copy of any such supplemental bill of the amount necessary to accomplish such proration. SELLER shall pay and discharge in full, at
6 or before Close of Escrow, the unpaid balance of any special assessment bonds.

7 10.2 INSURANCE: If BUYER elects to take an assignment of the existing casualty and/or liability insurance that is maintained
8 by SELLER, the current premium therefore shall be prorated through the Escrow as of the date of Close of Escrow. In the event of
9 SELLER Financing, BUYER will obtain hazard insurance prepaid for one year in an amount satisfactory to the loan holders and
10 covering on hundred percent (100%) replacement cost of improvements. BUYER agrees to name holders of the secured loan as
11 additional loss payees. BUYER agrees further to annually increase said insurance, if necessary, to equal the then current replacement
12 cost of the Property during the term of the loan holder's mortgages. BUYER will instruct the insurance carrier to deliver to SELLER
13 before Close of Escrow a certificate of insurance providing for 30 days written notice to note holder in the event of cancellation.
14 BUYER to verify availability of insurance within ☐ thirty (30) days or ☒ (20) days from Date of Acceptance.

15 10.3 RENTALS, INTEREST AND EXPENSES: Expenses, such as, but not limited to, collected rentals, interest on Existing
16 Notes, utilities, and operating expenses shall be prorated as of the date of Closing. Such items shall be supplied by SELLER within
17 ☐ fifteen (15) days or ☒ (10) days prior to Close of Escrow. The BUYER and SELLER agree to promptly adjust
18 between themselves outside of Escrow any rents received after Close of Escrow.

19 10.4 SECURITY DEPOSIT AND LEASE CREDITS: Security Deposits held by SELLER and considerations involving lease
20 credits shall be given to BUYER by a credit to the cash required of BUYER at the Closing. Such items shall be supplied by SELLER
21 within ☐ two (2) days or ☐ () days prior to Close of Escrow.

22 10.5 OIL AND PROPANE: Any remaining oil or propane will be ☐ purchased by BUYER, ☐ included in the Purchase Price,
23 ☒ Not applicable.

24 10.6 POST CLOSING MATTERS: Any item to be prorated that is not determined or determinable at the Closing shall be
25 adjusted by the BUYER and SELLER as soon as possible following Close of Escrow.

26 11. TIME: Time is of the essence as to each and every provision of this Agreement. If after a good faith effort, any condition
27 stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement,
28 then this Agreement may be deemed null and void, all earnest money deposits, less direct expenses, shall be returned to BUYER and
29 the Escrow shall be canceled. Either BUYER or SELLER may resort to such remedies as it may have in law or equity.

30 12. CORRESPONDENCE AND NOTICES: Unless otherwise specifically provided in this Agreement all notices, demands or
31 other communications given herein shall be in writing and will be deemed to have been duly delivered upon personal delivery by
32 messenger, facsimile machine or as of the next day after deposit with a commonly accepted courier for overnight delivery, with
33 confirmation receipt by the BUYER and/or SELLER at the addresses as follows:

34
35 To SELLER(s):

36 Name: Burns Living Trust
37 Office:
38 Street:
39 City/State/Zip:
40 Phone:
41 Email:

To SELLERS' Licensee, Broker or Representative:

Name:
Office:
Street:
City/State/Zip:
Phone:
Email:

42
43 To BUYER(s):

44 Name: Rhema Christian Church
45 Office:
46 Street: 120 W. Taylor St.
47 City/State/Zip: Reno, NV 89509
48 Phone: (775) 772-5283
49 Email: able.g.b.lites.groups@yahoo.com

To BUYERS' Licensee, Broker or Representative:

Name: Mary E. McQuattie ("Missy")
Office: Coldwell Banker Commercial Business Properties
Street: 5011 Meadowood Mall Cir.
City/State/Zip: Reno, NV 89502
Phone: 775-829-5900
Email: mquattie@cbcreno.com

50 13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Nevada.

51 14. NO ONE DEEMED DRAFTER: BUYER and SELLER hereby agree that neither BUYER, SELLER nor Agent shall be
52 deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by a court of law, such court shall
53 not construe this Agreement or any provision hereof against either BUYER, SELLER or Agent as the drafter hereof. BUYER and
54 SELLER hereby waive any and all rights to claims against each other, and Agent relating in any way to the foregoing matter.

55 15. MODIFICATION: No modification, waiver or discharge of this Agreement shall be valid unless it is in writing and signed or
56 initialed by the BUYER and/or SELLER against which the enforcement of the modification, waiver or discharge is or may be sought.

57 The terms and conditions of any and all such addenda attached hereto and any and all future modifications of this Agreement shall
58 supersede and replace any inconsistent provisions in this Agreement. There are no other understandings, oral or written, which in any
59 way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied,
60 except as may be set forth herein. Any and all future modifications of this Agreement will be effective only if it is in writing and
61 signed by the BUYER and SELLER hereto, all of which together will constitute but one instrument.

62 16. DESTRUCTION, DAMAGE, OR LOSS OF IMPROVEMENTS: This Agreement is contingent upon the status that there
63 shall not occur prior to the Closing a destruction of, damage or loss, or finding of Property to be materially defective, from any cause
64 whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, SELLER
65 shall repair or cure the loss prior to Close of Escrow. BUYER shall have the option, within ☐ ten (10) days or ☐ ()
66 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement with
67 all unused deposits to be returned, or to purchase the Property notwithstanding such loss, but without deduction or offset against the
68 Purchase Price. If the cost to repair or cure is more than \$10,000.00, and the BUYER does not elect to terminate this Agreement,
69 BUYER shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing by either BUYER,
70 SELLER, or Broker, Escrow Holder shall assume no destruction, damage or loss costing more than \$10,000.00 to repair or cure has
71 occurred prior to Closing.

1 17. VERIFICATION OF INFORMATION: Any representation in this Agreement as to the square footage, land or
2 improvements, of the Property, is approximate and neither SELLER nor Agent guarantee its accuracy. Any oral or written
3 representations by SELLER or Agent regarding age of improvements, size, and square footage of parcel or building, or location of
4 property lines, may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not
5 represent the true boundary lines. Agent does not necessarily investigate the status of permits, zoning, or code compliance. BUYER
6 is to satisfy himself concerning this information if any of these issues are important or a critical element of the purchase decision.
7 BUYER acknowledges that he has not received or relied upon any representations by either the Agent or the SELLER with respect to
8 the condition of the Property which are not contained in this Agreement or in any attachments. Although deemed accurate, the
9 information contained in the Multiple Listing Service, computer or advertisements, and feature sheets pertaining to this Property are
10 not warranted or guaranteed by the listing or selling office. Errors and/or omissions in inputting information, while uncommon, are
11 possible. BUYER shall be responsible for verifying the accuracy of pertinent information. Deposit of all funds necessary to close into
12 Escrow shall be deemed as final acceptance of the Property. SELLER agrees to hold all Agents in the transaction harmless and to
13 defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by
14 SELLER in its statements.

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

24 19. DEFAULT: In the event that BUYER shall default in the performance of this Agreement, unless the BUYER and SELLER
25 have agreed to a provision for liquidated damages, SELLER may, subject to any rights of the Broker herein, retain BUYER's deposit
26 and may take such actions as he deems appropriate to collect such additional damages as may have been actually sustained. If this
27 Agreement terminates for any reason than SELLER's breach or default, then at SELLER's request, and as a condition to the return of
28 BUYER's deposit, BUYER shall within ☐ five (5) days or ☐ _____ () days after written request deliver to SELLER, at no
29 charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items
30 prepared by or for BUYER that pertain to the Property.

31 20. LIQUIDATED DAMAGES: If BUYER fails to complete the purchase of the Property as provided by this Agreement by
32 reason of any default of BUYER, SELLER shall be released from his obligation to sell the Property to BUYER and may proceed
33 against BUYER upon any claim or remedy which SELLER may have in law or equity; or BUYER and SELLER hereby acknowledges
34 and agree that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by SELLER as a result
35 of such a default by BUYER and agree that the ☒ Amount of Deposit(s), ☐ \$ _____ made by BUYER is a reasonable
36 approximation thereof. Accordingly, in the event that the BUYER defaults in the performance of this Agreement, the above stated
37 amount shall constitute and be deemed to be the agreed and liquidated damages of SELLER and shall be forfeited by BUYER to
38 SELLER. SELLER agrees to waive all other remedies against the BUYER which SELLER might otherwise have in law or equity by
39 reason of such default by BUYER.

40
41 (Both BUYER and SELLER must initial "agrees" for Liquidated Damages to be part of this Agreement.)

42 ☒ [] [] Buyer agrees. ☐ [] [] Buyer does not agree.

43
44 ☐ [] [] Seller agrees. ☐ [] [] Seller does not agree.

45
46
47 If BUYER and SELLER do not agree to the "Liquidated Damages" provision above set forth, and in the event of BUYER's breach or
48 default, SELLER retains the rights and remedies which SELLER may have in law or equity.

49 21. MEDIATION OF DISPUTES: If a dispute arises out of or relates to this Agreement, or its breach, by initialing in the spaces
50 below, the BUYER and SELLER agree to first try in good faith to settle the dispute by nonbinding mediation under the Commercial
51 Mediation Rules of the American Arbitration Association, before resorting to court action or binding arbitration, unless the dispute is
52 a matter excluded under the ARBITRATION clause, if any, in this document.

53
54 (Both BUYER and SELLER must initial "agrees" for Mediation to be part of this Agreement.)

55 ☐ [] [] Buyer agrees. ☐ [] [] Buyer does not agree.

56
57 ☐ [] [] Seller agrees. ☐ [] [] Seller does not agree.

58
59
60 BUYER
61 Included

60 BUYER
61 Waived

62 [] OR ☒ []

63 22. ARBITRATION OF DISPUTES: Any dispute or claim in law or equity
64 arising out of this Agreement will be decided by neutral binding arbitration in accordance with prevailing law and applicable court
65 rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The BUYER and
66 SELLER will have the right to discovery as per attached Arbitration of Disputes Addendum.

67 23. SEVERABILITY, WAIVER: If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall
68 not affect the validity or enforceability of any other provision of the Agreement. Waiver by one party of the performance of any
69 covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any
other covenant, condition or promise hereunder.

1 24. ATTORNEYS FEES: If this Agreement gives rise to any litigation, arbitration, or other legal proceeding between BUYER
2 and SELLER, including Agent, the prevailing party shall be entitled to recover its actual costs and expenses, including court costs,
3 costs of arbitration, and reasonable attorneys' fees, in addition to any other relief to which they may be entitled.

4 25. BROKERS FEE: Payment at the Closing of such Broker's Fee as is specified in this Agreement or later written instructions
5 to Escrow Holder executed by SELLER and Broker. It is agreed by BUYER, SELLER and Escrow Holder that Broker is/are a third
6 party beneficiary of this Agreement insofar as the Broker's fee is concerned, and that no change shall be made by BUYER, SELLER
7 or Escrow Holder with respect to the time of payment, amount of payment, or the conditions to payment of the Broker's fee specified
8 in this Agreement, without the written consent of Broker.

9 26. REAL ESTATE BROKERS: BUYER and SELLER each represent and warrant to the other that he has had no dealings with
10 any person, firm, broker or finder in connection with the negotiations of this Agreement and/or the consummation of the purchase and
11 sale contemplated herein, other than the Broker named herein, and no broker or other person, firm or entity, other than said Broker is
12 entitled to any commission or finder's fee in connection with this Agreement as the result of any dealings or acts of such party.
13 BUYER and SELLER do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs,
14 expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or similar party, other
15 than said named Broker by reason of any dealings or act of the indemnifying Party.

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

22 28. TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY): In the event that SELLER wishes to enter in a tax deferred
23 exchange for the real property described herein, or if BUYER wishes to enter into tax deferred exchange with respect to property
24 owned by him in connection with this transaction, BUYER and SELLER agrees to cooperate with the other party in connection with
25 such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a)
26 the other party shall not be obligated to delay Close of Escrow; (b) all additional costs in connection with the exchange should be
27 borne by the party requesting the exchange; and (c) the other party shall not be obligated to execute any note, contract, deed or other
28 document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to
29 any property other than the Property described in this Agreement. The other party shall be indemnified and held harmless against
30 any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

31
32 ☐ Buyer intends to or is in a tax deferred exchange.

33
34 ☐ Seller intends to or is in a tax deferred exchange.

35
36 29. SURVIVAL: The omission from escrow instructions of any provision in this Agreement will not waive the right of any party.
37 All representations or warranties will survive the Close of Escrow.

38 30. FAX TRANSMISSION: The facsimile transmission of a signed copy hereof or any counter offer/amendment to the BUYER
39 and/or SELLER or their Agent shall constitute delivery of said signed document. Facsimile signature may be accepted as original.

40 31. ADDITIONAL TERMS AND CONDITIONS:

41 Seller to carry back a 1st Trust Deed in the amount
42 of \$ 445,000, amortized over 30 years including 4% interest
43 all due and payable in five years and to be serviced
44 by Evergreen Note Servicing, 1612 Lakeside Dr, Reno, NV 89501

45
46 32. ADDENDA, EXHIBITS AND DISCLOSURES: The following marked addenda, exhibits and disclosures are attached hereto
47 and made a part of this Agreement:

- 48 1. ☐ Affiliated Business Arrangement Disclosure Statement
49 2. ☐ Arbitration Addendum
50 3. ☐ Aerial/Parcel Map
51 4. ☐ Bill of Sale and Assignment
52 5. ☐ Commercial Disclosure / Environmental Form (to be provided by BUYER)
53 6. ☐ Consent to Act (if applicable)
54 7. ☒ Duties Owed By A Nevada Real Estate Licensee
55 8. ☐ Environmental Contact List
56 9. ☐ Estoppel Certificate (to be provided by BUYER)
57 10. ☐ Financing Addendum Existing Commercial
58 11. ☒ Lead Based Paint Addendum (if property built prior to 1978)
59 12. ☐ Legal Description (to be provided by Title Company through Close of Escrow)
60 13. ☐ Financing Addendum Seller (Commercial)
61 14. ☐ Tenant's Notice of Sale
62 15. ☒ Other: Title Holder To provide #10 above in escrow.

63
64 when signed by BUYER and SELLER as required.

65 33. CONSULT YOUR ADVISORS: This document has been prepared for your advisors review and for your approval. Agent
66 makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to
67 which it relates. These are questions for your attorney and financial advisor. In any real estate transaction, it is recommended that
68 you consult with a professional, such as a civil engineer, industrial hygienist, or other person with experience in evaluating the
69 condition of said Property.

1 34. OWNER'S ASSOCIATION DISCLOSURE: At time of acceptance, SELLER shall deliver to BUYER and Addendum to
2 Purchase Agreement for Common Ownership Interest Properties, which by this reference shall be incorporated into this Agreement.
3 Association transfer fee of \$ _____ to be paid by ☐ BUYER, ☐ SELLER. The amount of any delinquent assessments
4 including penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by the
5 SELLER at Close of Escrow.
6 35. WATER RIGHTS: Water rights, if any, are to be included with the Property unless specifically excluded by deed or mutual
7 agreement.
8 36. HOLD HARMLESS: The BUYER and SELLER agree the Agents are not responsible, and hold them harmless, for items
9 such as, but not limited to, repairs, renovation, restoration, replacement, maintenance work, or inspections performed to or upon the
10 Property, regardless of whether or not the Contractor/Inspector performing the work was hired by BUYER or SELLER at the
11 suggestion of the Agent or company affiliated with the Agent. By the execution of this Agreement, BUYER/SELLER hereby release
12 and agree to hold the Agent or company affiliated with the Agent, harmless from any loss or liability which BUYER/SELLER may
13 incur as a result of any action of the Contractor/Inspector on or about the Property, or the failure of the Contractor/Inspector to
14 perform items, such as, but not limited to, the repair, renovation, replacements, maintenance work, or inspection in a good and
15 workman like fashion. BUYER/SELLER is encouraged to consult with a Contractor/Inspector of their own choosing regarding the
16 satisfactory completion of any repair, renovation, replacement, maintenance work, or inspection performed to or upon the Property.
17 The undersigned parties agree to hold Broker and Broker's Agent harmless from and against any and all damages, costs and expenses,
18 including attorneys' fees, arising from any disputes between BUYER and/or SELLER and/or Agent/Broker under this Agreement,
19 unless Agent is determined by a court of competent jurisdiction to have acted in a fraudulent manner in connection with any such
20 claim or claims.
21 37. CODE OF ETHICS: Not all real estate licensees are REALTORS®. A REALTOR® is a member of the National Association
22 of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive a
23 copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.
24
25 EXPIRATION: This offer shall expire, and be rendered null and void, unless a fully executed copy with SELLER's written
26 acceptance is delivered to the BUYER or the BUYER's Agent on or before 5:00 o'clock ☐ A.M. ☒ P.M., Pacific
27 Standard Time, on Sept. 22, 2017. Upon expiration, the BUYER's entire deposit shall be returned, and BUYER and SELLER
28 shall have no further obligations hereunder.

29
30
31 The undersigned BUYER(s) acknowledges that he has thoroughly read and approved each of the provisions contained herein and
32 agrees to purchase the herein described Property for the price and on the terms and conditions specified. BUYER acknowledges
33 receipt of a copy of this Agreement.

34
35 DATED: Sept. 20 TIME: 1:00 p.m.
36
37 BUYER [Signature]
38
39 BUYER [Signature]
40
41 BUYER _____
42
43 BUYER _____
44
45

Representation: The BUYER's Licensee is:

BUYER's Licensee Mary E. McQuattie ("Missy")
Licensee Signature [Signature] Print Name
(Licensee's acknowledgement of receipt of deposit)

SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT

46 BROKERAGE FEE: SELLER agrees to pay in cash the following real estate commission for services rendered, which
47 commission SELLER hereby irrevocably assigns to be paid from Escrow, Listing Broker's commission shall be as per separate
48 Listing Agreement, and 3 (three) % of the accepted price, or \$ _____ (_____ and no/100 Dollars), to the
49 Brokerage of the Agent of the BUYER irrespective of the agency relationship. Escrow instruction with respect to commissions may
50 not be amended or revoked without the written consent of the Broker herein. Commissions shall also be payable upon any default by
51 SELLER, or the mutual decision (not covered by this Agreement) by BUYER and SELLER which prevents the completion of the sale.
52 Sale proceeds sufficient to pay the commission are hereby assigned to Broker, and Escrow Holder is hereby instructed to pay said
53 commission to Broker out of SELLER's proceeds at Close of Escrow. If this sale shall not be consummated due to the default of
54 either the BUYER or SELLER, the defaulting party shall be liable to and shall pay to Broker, the commission that Broker would have
55 received had the sale been consummated. This obligation of BUYER, if BUYER is the defaulting party, is in addition to any
56 obligation with respect to liquidated damages. This Agreement shall not limit the rights of Broker and SELLER provided for in any
57 existing agreement. Upon the Closing, Broker is/are authorized to publicize the facts of this transaction.

58
59 F.I.R.P.T.A. (Foreign Investment and Real Property Tax Act): The Foreign Investment and Real Property Tax Act requires a
60 BUYER of Real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service
61 upon Closing, if the SELLER is a foreign person, foreign corporation or partnership, or nonresident alien, unless the property
62 qualifies for an exemption under the act. Unless it is established that the transaction is exempt because the purchase price is
63 \$300,000.00 or less the BUYER intends to use the property as his residence, SELLER agrees to: (a) Provide Broker with a Non-
64 Foreign SELLER Affidavit (PCC for 101-V), stating under penalty of perjury that SELLER is not a foreign person; or (b) Provide
65 Broker with a Certificate from the Internal Revenue Service establishing that no Federal Income Tax withholding is required; (c)
66 Subparagraph (a) and (b) to be provided to BUYER within ten (10) days from Date of Acceptance or SELLER consents to
67 withholding ten percent (10%) from the sale price, to be deposited with the Internal Revenue Service. A real estate broker is not
68 qualified to give advice on withholding requirements. BUYER should inquire of the taxing authorities as to his responsibility.
69 By signing below the SELLER is warranting that he/she/they is not a foreign person, foreign corporation or partnership, or
70 nonresidential alien.

1 SELLER acknowledges that he has read and understands the provisions of this Agreement and agrees to sell the herein described
2 Property for the price and on the terms and conditions specified.
3
4 SELLER acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker in this transaction to deliver a
5 signed copy herein to BUYER and to disclose the terms of sale to members of a Multiple Listing Service or Association of
6 REALTORS® at Close of Escrow.

7
8 SELLER must check one of the following options and date, time and sign this Agreement.
9

10
11 ☐ ACCEPTANCE The undersigned SELLER accepts this offer to purchase, agrees and has the authority to sell above
12 described Property on the terms and conditions as stated herein.

13
14 SELLER: _____ DATED: _____ TIME: _____
15
16 SELLER: _____ DATED: _____ TIME: _____
17
18 SELLER: _____ DATED: _____ TIME: _____
19
20 SELLER: _____ DATED: _____ TIME: _____
21

22
23 OR
24

25
26 ☐ COUNTER OFFER The undersigned SELLER counter offers by way of the Counter Offer dated: _____

27
28 SELLER: _____ DATED: _____ TIME: _____
29
30 SELLER: _____ DATED: _____ TIME: _____
31
32 SELLER: _____ DATED: _____ TIME: _____
33
34 SELLER: _____ DATED: _____ TIME: _____
35

36
37 OR
38

39
40 ☐ REJECTION By his signature below, the SELLER rejects the foregoing offer.

41
42 SELLER: _____ DATED: _____ TIME: _____
43
44 SELLER: _____ DATED: _____ TIME: _____
45
46 SELLER: _____ DATED: _____ TIME: _____
47
48 SELLER: _____ DATED: _____ TIME: _____
49

50
51
52 Representation: The SELLER's Licensee is:

53
54 SELLER's Licensee: _____ Broker Name _____

55
56 Company Name _____ Office Address _____

57
58 Phone _____

59
60 Fax _____ Email _____

61
62 LICENSEE SIGNATURE: _____ Date: _____ Time: _____

EXHIBIT 2

EXHIBIT 2



COUNTER OFFER



1 This Counter Offer to the Offer and Acceptance Agreement dated 09/20/17, regarding the property located
 2 at 1953 Prater Way Sparks NV 89431
 3 between Rhema Christian Church (BUYER)
 4 and Burns Living Trust (SELLER)
 5 is being attached this date 09/21/17 by SELLER and becomes effective when signed by all parties.
 6 1. Purchase Price to be \$595,000.
 7 2. Owner to carry back a 1st Trust Deed in the amount of \$495,000
 8 amortized over 30 years at 5.5% interest all due and payable in 5
 9 years with approximate principal and interest payments of \$2,810.56
 10 per month. Note to be serviced by Evergreen Note Servicing. All costs
 11 associated with setting up the note servicing to be split 50/50
 12 between Buyer and Seller.
 13 3. Buyer to have a 25 day due diligence period from the date of
 14 acceptance of both parties to approve of any and all due diligence
 15 they deem necessary to complete this transaction.
 16
 17
 18 OTHER TERMS: All other terms to remain the same.
 19
 20 RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to
 21 BUYER's written acceptance of the Counter Offer. Acceptance shall not be effective until a copy of this Counter
 22 Offer, dated and signed by BUYER, is received by SELLER and/or Ben Galles.
 23
 24 EXPIRATION: This Counter Offer shall expire unless a copy with BUYER's written acceptance is delivered to
 25 SELLER or SELLER's Broker on or before 4:00 ☐ AM ☒ PM, on 09/22/17.
 26
 27 SELLER: [Signature] Dated: 9/22/17 Time: 10 AM
 28
 29 SELLER: [Signature] Dated: 9/22/17 Time: 10 AM
 30
 31
 32 BUYER'S ACCEPTANCE, COUNTER TO COUNTER OFFER OR REJECTION OF AGREEMENT
 33
 34 ☒ Acceptance of Counter Offer: BUYER accepts this Counter Offer.
 35
 36 ☐ Counter to the Counter Offer: BUYER signs this Counter Offer subject to a Counter to Counter Offer
 37 dated _____.
 38
 39 ☐ Rejection: BUYER rejects this Counter Offer.
 40
 41 BUYER: [Signature] Dated: 09/25/17 Time: 10:11 AM
 42
 43 BUYER: _____ Dated: _____ Time: _____

1 **\$1425**

2 Mark G. Simons, Esq. (SBN 5132)
3 SIMONS HALL JOHNSTON PC
4 6490 S. McCarran Blvd., #F-46
5 Reno, Nevada 89509
6 Telephone: (775) 785-0088
7 Facsimile: (775) 785-0087
8 Email: MSimons@SHJNevada.com

9 *Attorneys for Plaintiff*

10
11 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
12 **IN AND FOR THE COUNTY OF WASHOE**

13 RHEMA CHRISTIAN CHURCH,
14 a Nevada Nonprofit Corporation,

CASE NO: CV20-01241

DEPT. NO: 10

15 Plaintiff,

16 v.

17 DENNIS R. BURNS individually and as Co-
18 Trustee of the BURNS LIVING TRUST;
19 ELENA F. BURNS, individually and as Co-
20 Trustee of the BURNS LIVING TRUST;
21 LEROY LEASE; and DOES 1 to 10, inclusive,

22 Defendants.

23 **COMPLAINT**

24 **[Arbitration Exempt NAR 3: Damages in excess of \$50,000 and Declaratory Relief]**

25 Plaintiff, by and through its attorneys, SIMONS HALL JOHNSTON PC, hereby
26 complains and alleges as follows:

27 **I. PARTIES AND JURISDICTION**

28 1. Plaintiff Rhema Christian Church ("Rhema") is a Nevada Nonprofit
Corporation doing business in Sparks, Nevada.

2. Defendant Dennis R. Burns is a resident of Washoe County, Nevada ("Dennis").

3. Defendant Elena F. Burns is a resident of Washoe County, Nevada ("Elena"). Dennis and Elena are husband and wife.

4. Dennis and Elena are Co-Trustees of the Burns Living Trust (the "Trust").

5. Defendant Leroy Lease is a resident of Washoe County, Nevada ("Leroy").

6. Rhema does not know the true names and capacities of defendants sued herein as DOES 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Rhema is informed and believes, and thereon alleges, that each of these fictitiously named defendants are responsible in some actionable manner for the damages herein alleged. Rhema requests leave of Court to amend its Complaint to name the defendants specifically when their identities become known.

7. Upon information and belief, at all times herein mentioned, each of the defendants were the agent of the other defendants and were acting within the course, scope and authority of said agency; each defendant approved, ratified and authorized the acts of each of the other defendants as herein alleged; each defendant was subject to a right of control by the other defendants; each defendant was authorized to act for each and all of the other defendants; and each defendant is a successor in interest to each of the other defendants.

8. This Court has subject matter and personal jurisdiction over Defendants and venue is proper in the Second Judicial District Court for the State of Nevada because Rhema and Defendants entered into a Lease Agreement (the "Agreement") in Washoe County, Nevada and the subject property is also located in Washoe County, Nevada.

9. This action includes a claim for declaratory relief, injunctive relief and damages in excess of \$50,000, thereby exempting the case from Nevada's Arbitration Program pursuant to NAR 3.

II. GENERAL ALLEGATIONS.

10. In the fall of 2017, the Trust owned the property commonly known as 1945-1953 Prater Way, Sparks, NV 89431, APN 032-062-21 (the "Property").

11. The Property consists of multiple rental units.

12. In the fall of 2017, the primary tenant of the Property was an unrelated church. The church and the other tenants in the Property were on month-to-month leases as their original lease terms had expired.

A. RHEMA'S AGREEMENT TO PURCHASE THE TRUST'S PROPERTY.

13. In the fall of 2017, Rhema was in the market to purchase a location to own and in which to grow and conduct its religious services for its congregation.

14. Rhema's current congregation is approximately 100 persons.

15. Rhema elected to proceed with the purchase of the Property with the intention of increasing the rental rates and/or terminating certain of the month-to-month leases so that Rhema could expand and proceed with development of the Property for its religious services.

16. On or about September 20, 2017, Rhema extended an offer to purchase the Property for the amount of \$545,000 (the "Offer"). A copy of the Offer is attached hereto as **Exhibit 1**.

17. On September 22, 2017, the Trust countered Rhema's Offer to purchase and negotiated the purchase price to be \$595,000, that the Trust would accept a down payment of \$100,000 and carry-back a note in the amount of \$495,000, with an interest

1 rate of 5.5%, with monthly payments amortized over 30 years and due and payable in 5
2 years (the "Counteroffer"). A copy of the Counteroffer is attached hereto as **Exhibit 2**.

3 18. On September 22, 2017, Rhema accepted the Trust's Counteroffer (the
4 "Acceptance"). Id.

5 19. The Offer, the Counteroffer and the Acceptance will be singularly referred to
6 herein as the "Agreement".
7

8 20. The Agreement allowed Rhema a 25-day due diligence period to investigate
9 the condition of the Property. Exh. 2, ¶3.

10 21. Prior to and during the Rhema's due diligence on the Property, Dennis
11 repeatedly represented and affirmed that all the tenants of the Property were on month-
12 to-month leases.

13 22. Rhema relied upon Dennis's representations in moving forward with the
14 purchase of the Property.
15

16 23. Paragraph 7.1 of the Agreement contains the Trust's "**Warranties and**
17 **Representations**", stating the Trust warranted and represented that it would not enter
18 into any new leases or modify amend or alter any existing leases during the time period
19 after the Acceptance and until the close of escrow as follows:
20

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

24 Exh. 2, ¶7.1(e) (emphasis in original).

25 24. In addition, Paragraph 7.3 contains the "Material Change" provision of the
26 Agreement and states:
27
28

No Material Change . . . shall have occurred with respect to the Property that has not been approved in writing by BUYER. For purposes of this Agreement, a "Material Change" shall be a change in the status of the use, occupancy, tenants, or condition of the Property as reasonably expected by the BUYER, that occurs after the date of this offer and prior to Close of Escrow.

Id. ¶7.3 (emphasis in original).

25. The Agreement is clear and unambiguous that Dennis, Elena and the Trust represented and agreed that during the time period from the formation of the Agreement to the close of escrow, the Trust would not enter into any new leases or modify, amend or alter any existing leases without notice and consent from Rhema.

26. Paragraph 7.1(i) required Dennis, Elena and the Trust to notify Rhema of any "material change" they made to the Property prior to close of escrow.

27. As discussed below, Dennis, Elena and the Trust purported to enter into a Secret Lease with Defendant Leroy.

28. At no time did Dennis, Elena, the Trust or Defendant Leroy ever advise Rhema that they had executed the Secret Lease prior to close of escrow.

B. DEFENDANT LEROY'S HISTORY AT 1949 PRATER WAY.

29. Sometime in 2010, Defendant Leroy entered into a lease with Dennis, in his individual capacity, to lease a portion of the Property located at 1949 Prater Way, Sparks, Nevada in which to conduct a barber shop (the "2010 Lease").

30. At the time of this 2010 Lease, Dennis had not yet transferred ownership of the Property to the Trust.

31. The 2010 Lease was for a 2-year term and contained an option to renew for an additional 3 years.

1 32. However, in order to exercise the option to extend, Defendant Leroy was
2 required to provide written notice of the exercise of the option "not less than 60 days prior
3 to the expiration of the initial Lease term." 2010 Lease, ¶32.

4 33. If the requisite written notice of the exercise of the option was not provided
5 by Defendant Leroy, then the option expired as a matter of law. Id.

6 34. The parties amended the 2010 Lease to provide for five (5) options of three
7 (3) years on a rental rate and terms to be mutually agreed upon between the parties at
8 the time of the exercise of the option. 2010 Lease Addendum #1.

9 35. On January 9, 2014, Defendant Lease and Dennis entered into Addendum
10 #2 to the 2010 Lease.

11 36. Addendum #2 confirmed that Defendant Lease had failed to timely exercise
12 the option to extend the 2010 Lease, however, Dennis agreed to reinstitute the option and
13 allow Defendant Lease to extend the 2010 Lease for an additional 3-year term. The
14 rental rate for the 3-year extension was negotiated between Defendant Leroy and Dennis
15 at \$451.00 per month.

16 37. Addendum #2 also provided that monthly payments for the 2010 Lease
17 extension would be locked for two (2) years until January 9, 2016.

18 38. Addendum #2 also provided that any future attempts by Defendant Leroy to
19 exercise any further option to extend the 2010 Lease would have to comply with
20 paragraph 32's provisions in the 2010 Lease requiring written notice of the exercise of the
21 option prior to expiration of the then existing lease term. Addendum #2, ¶2.

22 39. Defendant Leroy never timely exercised the option to extend the 2010
23 Lease term after it expired on May 19, 2015.

1 40. On May 19, 2015, Defendant Leroy's lease term expired and Defendant
2 Leroy's tenancy became month-to-month.

3 **C. DENNIS, ELENA, THE TRUST AND DEFENDANT LEROY CONSPIRE TO**
4 **DEFRAUD RHEMA.**

5 41. The Agreement became binding and effective on September 25, 2017.

6 42. Once the Agreement became binding and effective, the Trust was
7 contractually barred from entering into any new leases and/or modifying or extending any
8 of the existing month-to-month leases.

9 43. Based upon information and belief, Dennis notified Defendant Leroy that the
10 Trust was selling the Property to Rhema.

11 44. Defendant Leroy, Dennis, Elena and the Trust realized that because
12 Defendant Leroy had not timely exercised his option to extend the 2010 Lease term, and
13 because the option right had expired, Defendant Leroy was on a month-to-month lease.

14 **D. THE SECRET LEASE.**

15 45. Despite knowing that the Agreement precluded the Trust from entering into
16 any new leases, Defendant Leroy, Dennis, Elena and the Trust secretly prepared and
17 executed a new lease purporting to give Defendant Leroy a new lease for a portion of the
18 Property identified as 1949 Prater Way (the "Secret Lease").

19 46. The Secret Lease was purportedly executed by Defendant Leroy, Dennis,
20 Elena and the Trust on October 1, 2017.

21 47. The Secret Lease purported to grant Defendant Leroy a new 3-year lease
22 term starting October 1, 2017, and to provide Defendant Leroy with three additional 3-
23 year lease extensions.
24
25
26
27
28

1 57. The Tenant Estoppel Certificate was never provided to Rhema prior to this
2 time and was never a document disclosed in Rhema's purchase of the Property from the
3 Trust.

4 58. Defendant Leroy's attorney's letter of March 16, 2018 threatened legal
5 action against Rhema if they sought to increase the rent or to evict Defendant Leroy.
6

7 59. The Tenant Estoppel Certificate represented that the Secret Lease
8 "terminated" on October 1, 2020.

9 60. On June 30, 2020, Defendant Leroy purported to exercise an option to
10 extend the Secret Lease term for an additional 3-year period to and including October 1,
11 2023.

12 61. Rhema has engaged engineers and contractors to proceed with expansion
13 and development of the Property.
14

15 62. Defendant Leroy's attempt to remain in possession of his leased premises is
16 a breach of the Agreement and is a material and substantial interference with Rhema's
17 use and development of the Property.

18 63. Paragraph 24 of the Agreement provides that the prevailing party is entitled
19 to recovery of its attorney's fee and costs arising out of any litigation.
20

21 64. Rhema contacted Dennis to inquire about the Secret Lease and how it
22 came into existence.

23 65. Dennis left a voice-mail for Rhema stating that he secretly entered into the
24 Secret Lease with Defendant Leroy during the transaction and before the close of escrow
25 because until the close of escrow, he could do whatever he wanted with the Property.

26 66. The Secret Lease was executed by Dennis, Elena and Defendant Leroy.
27
28

1 67. At the time the Secret Lease was executed, Defendant Leroy knew the
2 Property was under contract to be purchased by Rhema.

3 **F. RHEMA'S NOTE AND DEED OF TRUST**

4 68. Pursuant to the terms of the Agreement, in addition to paying a \$100,000
5 cash down payment, Rhema executed a Promissory Note in favor of the Trust in the
6 amount of \$495,000 (the "Note") secured by a deed of trust on the Property (the "DOT")

7 69. At all times, Rhema has performed all payment obligations owed by it under
8 the terms of the Note and DOT.

9 70. Rhema pays the Trust the sum of \$2,810.56 each month pursuant to the
10 terms of the Note.

11 **FIRST CLAIM FOR RELIEF**
12 **(Breach of Agreement--Trust)**

13 71. Rhema incorporates all prior allegations as if fully set forth herein.

14 72. Rhema and the Trust are parties to the Agreement.

15 73. Rhema has performed all obligations required of it under the Agreement.

16 74. The Trust breached the Agreement by, among other things, entering into the
17 Secret Lease, by failing to disclose to Rhema that it entered into the Secret Lease, by
18 creating a "material change" to the Property and by failing to disclose the Material Change
19 to Rhema.

20 75. As a result of the Trust's conduct, Rhema has sustained damages in an
21 amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
22 incurred in this action.

23 ///

24 ///

SECOND CLAIM FOR RELIEF
(Contractual Breach of the Covenant of Good Faith and
Fair Dealing--Trust)

76. Rhema incorporates all prior allegations as if fully set forth herein.

77. Rhema and the Trust are parties to the Agreement.

78. The Trust owed a duty of good faith and fair dealing to Rhema arising from the Agreement

79. The Trust breached the duty of good faith and fair dealing by performing in a manner that was unfaithful to the purpose of the Agreement and which contravened the intention and spirit of the contract.

80. Rhema's justified expectations were thus denied as a result of the Trust's contractual breach of the covenant of good faith and fair dealing.

81. As a consequence of the Trust's conduct, Rhema has sustained damages in an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs incurred in this action.

THIRD CLAIM FOR RELIEF
(Tortious Breach of the Covenant of Good Faith and
Fair Dealing--Trust)

82. Rhema incorporates all prior allegations as if fully set forth herein.

83. Rhema and the Trust are parties to the Agreement.

84. The Trust owed a duty of good faith and fair dealing to Rhema arising from the Agreement.

85. The Trust shared a special, fiduciary and/or confidential relationship with Rhema.

1 86. Rhema did repose in the Trust a special confidence with respect to the
2 transactions involving the sale of real property to it and the Trust was obligated to honor
3 the special confidence and confidentiality with due regard for Rhema's interests.

4 87. The Trust breached the duty of good faith and fair dealing by
5 performing in a manner that was unfaithful to the purpose of the Agreement and which
6 contravened the intention and spirit of the contract.

7 88. Rhema's justified expectations were thus denied as a result of the Trust's
8 tortious breach of the covenant of good faith and fair dealing.

9 89. As a consequence of the Trust's conduct, Rhema has sustained damages in
10 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
11 incurred in this action.

12 90. When the Trust's actions were performed, it acted with oppression, fraud
13 and malice and/or with the willful, intentional and reckless disregard of Rhema's rights
14 and interest in owning and developing the Property and receiving profits therefrom, and,
15 therefore, Rhema is entitled to punitive damages in excess of \$15,000.00.

16
17
18 **FOURTH CLAIM FOR RELIEF**
19 **(Fraud-Trust, Dennis, Elena)**

20 91. Rhema incorporates all prior allegations as if fully set forth herein.

21 92. Defendants Dennis, Elena and the Trust made false statements and
22 representations to Rhema, including, among other things, that all tenants of the Property
23 were on month-to-month leases, that they would not enter into new leases and would
24 disclose all material changes to the Property that occurred prior to close of escrow.

25 93. The foregoing representations, as well as other representations, made by
26 these defendants were material representations.
27
28

1 102. If Rhema would have known of these facts, it would have acted differently
2 than it actually did.

3 103. As a result of these defendants' conduct, Rhema has sustained damages in
4 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
5 incurred in this action.

6 104. When these defendants' actions were performed, these defendants acted
7 with oppression, fraud and malice and/or with the willful, intentional and reckless
8 disregard of Rhema's rights and interest in owning and developing the Property and
9 receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in
10 excess of \$15,000.00.

11
12 **SIXTH CLAIM FOR RELIEF**
13 **(Negligent Misrepresentation—Trust, Dennis, Elena, Leroy)**

14 105. Rhema incorporates all prior allegations as if fully set forth herein.

15 106. Defendants Dennis, Elena and the Trust made false statements and
16 representations to Rhema, including, among other things, that all tenants of the Property
17 were on month-to-month leases, that they would not enter into new leases and would
18 disclose all material changes to the Property that occurred prior to close of escrow.

19 107. These defendants, in the course of an action in which they had a pecuniary
20 interest, failed to exercise reasonable care or competence in obtaining or communicating
21 information to Rhema.

22 108. Rhema justifiably relied on the information and representations made to it by
23 these defendants.
24
25
26
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28

1 109. As a result of these defendants' conduct, Rhema has sustained damages in
2 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
3 incurred in this action.

4 110. When these defendants' actions were performed, these defendants acted
5 with oppression, fraud and malice and/or with the willful, intentional and reckless
6 disregard of Rhema's rights and interest in owning and developing the Property and
7 receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in
8 excess of \$15,000.00.
9

10 **SEVENTH CLAIM FOR RELIEF**
11 **(CIVIL CONSPIRACY—Trust, Dennis, Elena, Leroy)**

12 111. Rhema incorporates all prior allegations as if fully set forth herein.

13 112. The Trust, Dennis, Elena and Defendant Leroy engaged in concerted action
14 with the unlawful intent to, among other things, deceive and defraud Rhema into
15 purchasing the Property in the belief that all tenants were on month to month leases, to
16 hide the material change in the character of the Property prior to closing, and to secretly
17 enter into the Secret Lease purporting to grant Defendant Leroy a 3-year term lease with
18 multiple options to extend.
19

20 113. These defendants engaged in their concerted action with the intent to and
21 for the purpose of harming Rhema and Rhema's ownership and possessory rights in the
22 Property.
23

24 114. As a result of these defendants' conduct, Rhema has sustained damages in
25 an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs
26 incurred in this action.
27
28

1 115. When these defendants' actions were performed, these defendants acted
2 with oppression, fraud and malice and/or with the willful, intentional and reckless
3 disregard of Rhema's rights and interest in owning and developing the Property and
4 receiving profits therefrom, and, therefore, Rhema is entitled to punitive damages in
5 excess of \$15,000.00.
6

7 **EIGHTH CLAIM FOR RELIEF**
8 **(Declaratory Relief—Trust, Dennis, Elena, Leroy)**

9 116. Rhema incorporates all prior allegations as if fully set forth herein.

10 117. There exists a current justiciable controversy between Rhema, the Trust,
11 Dennis, Elena and Defendant Leroy regarding their rights and obligations with respect to
12 the Secret Lease.

13 118. Pursuant to NRS 30.030 and 30.040 Rhema is entitled to seek declaratory
14 relief as requested.

15 119. This controversy is ripe for adjudication.

16 120. Rhema seeks a declaration from this Court setting forth Rhema's rights to
17 terminate the Secret Lease and to recover damages and a determination that the Secret
18 Lease and any purported option rights are unenforceable as a matter of law due to the
19 defendants' wrongful conduct.
20

21 121. In addition, Rhema seeks a declaration of this Court that the following
22 remedies and/or rights be enforced in Rhema's favor:

- 23 a. The Secret Lease void.
- 24 b. The Note obligation is reduced and offset by the amount of damages
- 25 sustained by Rhema due to the fraud and deceit perpetrated upon
- 26 Rhema as stated herein.
- 27
- 28

- c. The Note obligation is reduced and offset by the reduced value of the Property caused by the Secret Lease when the purchase price was based upon month-to-month tenancies.
- d. The Note's obligation is reduced and offset by the harm sustained to Rhema for construction delays and cost increases due to the fraud and deceit perpetrated upon Rhema as stated herein.
- e. The Note's maturity date is extended an additional 3-years due to the fraud and deceit perpetrated upon Rhema as stated herein.

122. As a result of these defendants' conduct, Rhema has sustained damages in an amount in excess of \$15,000 and is entitled to an award of its attorney's fee and costs incurred in this action.

**NINTH CLAIM FOR RELIEF
(Injunctive Relief—Leroy)**

123. Rhema incorporates all prior allegations as if fully set forth herein.

124. Rhema will suffer immediate and irreparable harm if Defendant Leroy is allowed to remain in possession of 1949 Prater Way.

125. As stated herein, Rhema is entitled to injunctive relief in the nature of a temporary restraining order, a preliminary injunction and a permanent injunction excluding Defendant Leroy from 1949 Prater Way.

126. Miller has had to employ the firm of Simons Hall Johnston PC to protect its real property interests and, as such, is entitled to all its reasonable and necessary attorney's fees and costs incurred in protecting such interests as an element of damages.

WHEREFORE, Rhema prays for judgment against Defendants, and each of them, as follows:

1. For damages in excess of \$15,000.00;
2. For punitive damages in excess of \$15,000.00;
3. For declaratory relief as requested;
4. For injunction relief as requested;
5. For reasonable attorney's fees; and
6. For such other further relief as may be proper and appropriate under the circumstances.

AFFIRMATION: The undersigned do hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 11th day of August, 2020.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509

By: 

MARK G. SIMONS, ESQ.
Attorney for Plaintiff

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EXHIBIT LIST

NO	DESCRIPTION	PAGES
1	Offer	12
2	Counteroffer	1

EXHIBIT 1

EXHIBIT 1



COMMERCIAL/INVESTMENT PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS



Date Prepared: 09/20/2017

1 RECEIVED from Rhema Christian Church

2
3
4
5 ("BUYER"), the sum of \$ 10,000.00 (Ten thousand) and no/100 Dollars) evidenced by
6 ☐ Cash, ☒ Check, ☐ other on account of the PURCHASE PRICE
7 of \$ 545,000.00 (Five hundred forty-five thousand) and no/100 Dollars)
8 ("Purchase Price") for that certain land, improvements, and personal property, if any, situated in the ☒ City, ☐ Unincorporated Area
9 of Sparks, County of Washoe, State of Nevada, and more particularly
10 described as follows: 1945-1953 Prater Way, Sparks, NV 89431 consisting of approximately
11 Address: _____
12 6,205 square feet of building(s) on approximately 28,522.4 square feet of land, (APN) 032-062-21
13 (the "Property") upon the following TERMS and CONDITIONS:

1. PURCHASE TERMS:

1.1 EARNEST MONEY DEPOSIT:

To be deposited ☒ within one (1) day or ☐ within _____ (_____) days of the
Date of Acceptance with Escrow Holder (as defined below).

The initial earnest money deposit shall be held by Coldwell Banker Commercial Business (Broker)
subject to applicable statutes and regulations until SELLER's acceptance of this contract, 09/20/17
at which time said deposit shall be deposited with Escrow Holder and applied to the Purchase Price at
Close of Escrow (as defined below).

1.2 ADDITIONAL EARNEST MONEY DEPOSIT:

The earnest money deposit shall be increased
☐ Within _____ (_____) days from acceptance, OR
☐ upon removal of all contingencies in writing, OR
☐ other _____

Additional earnest money deposit to be deposited with Escrow Holder and applied to the Purchase Price
at Close of Escrow (as defined below).

1.3 BALANCE OF CASH PAYMENT:

1.4 EXISTING FINANCING:

Existing First Note, terms and conditions as specified herein.
Existing Second Note, terms and conditions as specified herein.

1.5 SELLER FINANCING:

Terms and conditions as specified herein.

1.6 NEW LOAN:

Contingent upon the terms and conditions as specified herein.

1.7 TOTAL PURCHASE PRICE:

(Not including Closing costs) Any net difference between the approximate balances of encumbrances
shown above which are to be assumed or taken subject to, and the actual balances of said encumbrances
at Close of Escrow, shall be adjusted in ☒ Cash, ☐ Other _____

DEFINITIONS (unless stated otherwise in this document)

BROKER OR AGENT includes cooperating brokers, brokers, all sales persons and agents. **DAYS** means calendar days unless otherwise specified. If the (a) stated Closing of Escrow date or (b) last day for the performance of an act falls upon a day during which normal business is not performed then the Close of Escrow date or such last day, as the case may be, will be the next following regular business day. **DATE OF ACCEPTANCE (EFFECTIVE DATE)** means the date the SELLER accepts the offer or counter offer is accepted by both BUYER and SELLER. **DELIVERED** means personally delivered to BUYER, SELLER, or respective licensees, transmitted by the facsimile machine, electronically, or mailed by registered carrier, next business day delivery with receipt requested. In the event of fax transmission, delivery shall be deemed to be complete at the time noted on the sender's fax confirmation sheet. In the event of electronic delivery (i.e. email), delivery shall be deemed to be complete upon acknowledgment by the receiving party. **DATE OF CLOSING (CLOSE OF ESCROW, CLOSING)** means the date title is transferred. The **SINGULAR** includes the plural and the **MASCULINE** includes the feminine. **TERMINATING THE AGREEMENT** means that both BUYER and SELLER are relieved of their obligations and all deposits will be returned to the BUYER less expenses incurred by or on account of the BUYER to the date of termination, unless BUYER defaults, in which case SELLER is entitled to terminate this Agreement and keep said deposits. **PROPERTY**, unless the context indicates otherwise, means all easements and rights appurtenant thereto and all improvements thereon, including all building thereon and any rights appurtenant thereto, all other improvements, all personal property owned by SELLER and used in the operation or maintenance and management of the real property, and all contract or lease rights, agreements, water rights (unless specifically stated otherwise within this Agreement), mineral rights, utility contracts or other rights relating to the ownership, use and operation of the real property, governmental permits, approvals and licenses, if any and all intangible property rights used in connection with the land and the improvements thereon without limitation, all trade names and trade marks, including the name of the real property, the plans and specifications and other architectural and engineering drawings for the improvements, if any, and warranties, if any. **CC&Rs** (Covenants, Conditions, and Restrictions) means the restrictive limitations which may be placed on the property. **PROPERTY OWNER'S ASSOCIATION** is an association of people who own property in a given area, formed for the purpose of improving or maintaining the quality of the area. **ASSIGNEE** when used as and/or with the BUYERs name, shall allow BUYER to assign its interest without the consent of the SELLER. **DATE PREPARED** is for reference only. N/A signifies Not Applicable.

BUYER must initial "BUYER Included" or "BUYER Waived" for each item below.

BUYER
Included

BUYER
Waived

1.8 IF "EXISTING FINANCING", TERMS AND CONDITIONS SHALL INCLUDE: BUYER shall take the title to the Property subject to the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)") as per attached Existing Financing Addendum (Commercial).

BUYER
Included

BUYER
Waived

1.9 IF "SELLER FINANCING", TERMS AND CONDITIONS SHALL INCLUDE: BUYER shall give SELLER a deed of trust (the "Purchase Money Deed of Trust") on the Property, to secure the promissory note of BUYER to SELLER described as per attached SELLER Financing Addendum (Commercial).

BUYER
Included

BUYER
Waived

1.10 IF "NEW FINANCING" (NEW LOAN) CONTINGENCY: This offer is contingent upon BUYER:

Obtaining from a lender within ☐ ten (10) days or ☐ () days from Date of Acceptance a commitment to lend BUYER a sum not less than \$ () and no/100 Dollars),
A. ☐ at a fixed interest rate not to exceed % per annum, payable in equal monthly installments, including
☐ interest only or ☐ interest and principle, amortized over a period of not less than () years all due and payable in () years.

OR

B. ☐ at a variable interest rate commencing at an interest rate not to exceed % per annum, including ☐ interest only, or
☐ interest and principle, amortized over a period of not less than () years all due and payable in () years.

Loan fees shall not exceed % of the amount of the New Loan. The New Loan shall be secured by a first deed of trust upon the Property.

In the event BUYER is obtaining a New Loan and in the event that the amount of the New Loan actually obtained is greater than the amount set forth herein and such excess is paid to the SELLER, the Purchase Money Note, if one is called for in this transaction, shall be reduced by the excess of the actual face amount of the New Loan over such amount as designated.

BUYER hereby agrees to diligently pursue obtaining the new loan. The BUYER shall within ☐ ten (10) days or ☐ () days from Date of Acceptance deliver to SELLER a commitment letter from lender of BUYER's choice. If BUYER fails to deliver said notice to its Broker, Escrow Holder and SELLER, in writing within the above time frame, this Agreement shall be terminated, and BUYER shall be entitled to the prompt return of BUYER's Deposit and any other funds deposited by or for BUYER with Escrow Holder or SELLER, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which BUYER shall pay.

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

Two outdoor containers delivered empty at Close of Escrow

3. ESCROW & CLOSING: On or before (30) days from Date of Acceptance both BUYER and SELLER shall deposit with an authorized Escrow Holder, to be selected by ☒ BUYER, ☐ SELLER, all funds and instruments necessary to complete the sale in accordance with the terms hereof. Promptly after mutual execution of this contract, BUYER and SELLER shall open an escrow with Near title of Nevada ("Escrow Holder"), Luann Hoyer Barnes ("Escrow Officer").
Escrow Fee to be paid by ☐ BUYER, ☐ SELLER, ☐ 50% % by BUYER and ☐ 50 % by SELLER. Documentary Transfer Tax, if any, to be paid by ☐ BUYER, ☐ SELLER, ☐ 50 % by BUYER and ☐ 50 % by SELLER. Premium for a standard coverage owner's or joint protection policy of title insurance shall be paid by ☐ BUYER, ☒ SELLER, ☐ % by BUYER and ☐ % by SELLER. All remaining Closing Costs shall be paid in customary manner and/or as required by law, ordinance and/or regulation.

3.1 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law, custom and practice of the community in which the Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

3.2 Upon acceptance hereof by SELLER, this Agreement, including any counter offers incorporated herein by the BUYER and SELLER, shall constitute not only the agreement of purchase and sale between BUYER and SELLER, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow.

3.3 If this transaction is terminated for non-satisfaction and nonwaiver of BUYER's Contingency, as defined herein, then neither BUYER nor SELLER shall thereafter have any liability to the other under this Agreement, except to the extent of the breach of any affirmative covenant or warranty in this Agreement that may have been involved. In the event of such termination, BUYER shall be promptly refunded all funds deposited by or on behalf of BUYER with a Broker, Escrow Holder or SELLER, less only Title Company and Escrow Holder cancellation fees and costs, all of which shall be BUYER's obligation.

3.4 The Close of Escrow shall occur on the expected Close of Escrow Date; provided however, that if the Close of Escrow does not occur by the expected Close of Escrow date and the expected Close of Escrow date is not extended by mutual instructions of the BUYER and SELLER, a Party hereto not then in default under this Agreement may notify the other Party, Escrow Holder, and Broker, in writing that, unless Close of Escrow occurs within five (5) business days following said notice, the Escrow and this Agreement shall be deemed terminated without further notice or instructions.

CRSAR 01/13
CO&A 2/12

3.5 Should Close of Escrow not occur in said five (5) day period, this Agreement and Escrow shall be deemed terminated and Escrow Holder shall forthwith return all monies and documents, less only Escrow Holder's reasonable fees and expenses, to the party who deposited them. Such party shall indemnify and hold Escrow Holder harmless in connection with such return. However, no refunds or documents shall be returned to a party claimed by written notice to Escrow Holder to be in default under this Agreement.

3.6 In addition to any encumbrances referred to herein, BUYER shall take title to the Property subject to: (1) Real Estate Taxes not yet due and (2) Covenants, Conditions, Restrictions, rights of way, and easements of record, if any, which do not materially affect the value or intended use of the property. Such encumbrances shall be deemed approved unless written notice to the contrary is delivered to SELLER or SELLER's Agent within twenty (20) or ☐ () days from Date of Acceptance.

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

4. EVIDENCE OF TITLE: On the date of Closing, Escrow Holder shall issue title insurance, to be in the form of ☐ CLTA or ☐ ALTA Policy of Title Insurance, insuring BUYER's title to the Property in an amount equal to the full purchase price. Said title policy shall insure that BUYER has good and marketable title to the Property subject only to the exceptions authorized. In the event of Seller Financing, the policy of title insurance shall be a joint protection policy insuring both BUYER and SELLER.

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

4.1 As soon as reasonably possible following opening of Escrow, but not to exceed ☐ ten (10) days or ☒ (7) days from Date of Acceptance, ☐ BUYER, ☒ SELLER, ☐ split % by BUYER and % by SELLER, shall pay furnish to BUYER a Preliminary Title Report on the Property (the "Report"), together with full legible copies of all exceptions in the Report. BUYER shall have ☐ twenty (20) or ☒ (3) days from Date of Acceptance to notify SELLER and Escrow Holder in writing of BUYER's reasonable disapproval of any such exceptions. Failure of BUYER to disapprove in writing any exceptions within the aforementioned time period shall be deemed to be an approval of the Report.

In the event BUYER disapproves any exception in the Report, and notifies the SELLER in writing within the aforementioned time period, SELLER shall use due diligence to remove such exceptions at his own expense. SELLER shall have ☐ thirty (30) days or ☒ (15) days from Date of Acceptance to remove the exceptions. But if such exceptions cannot be removed, or SELLER refuses to remove or correct said conditions, by this date, all rights and obligations herein may, at the election of the BUYER, terminate and the deposit shall be returned to BUYER, unless he elects to purchase the Property subject to such exceptions.

4.2 The manner of taking title may have significant legal and tax consequences. BUYER should obtain advice from his legal or tax counsel regarding this matter. Title shall vest as designated in escrow instructions.

5. PHYSICAL POSSESSION: Physical possession shall be delivered to BUYER ☒ upon recordation of the deed or ☐ other: subject to the rights of tenants under existing leases.

6. CONTINGENCIES TO CLOSING:

Note: The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. All contingencies not accepted, waived, or rejected in writing within the allotted time shall be deemed ☐ waived or ☐ disapproved by BUYER, unless stated otherwise herein.

BUYER must initial "BUYER Included" or "BUYER Waived" for each item below.

BUYER Included ☒ OR BUYER Waived ☐ 6.1 PEST CONTROL INSPECTION: Within ☐ ten (10) days or ☐ () days from Date of Acceptance, ☒ BUYER, ☐ SELLER, shall furnish BUYER at the expense of the ☐ BUYER, ☐ SELLER, a current written report of an inspection by a licensed Structural Pest Control Operator, of the main building (excluding the roof covering), and other structures on the Property listed as follows:

☐ BUYER, ☒ SELLER to pay for: (1) Elimination of infestation and/or infection of wood-destroying pests or organisms, (2) repair of damage caused by such infestation and/or infection, (3) correction of conditions which caused said damage and (4) repair of plumbing and other leaks, including repair of leaking stall showers, in accordance with said pest control operator's report. If the inspecting structural pest control operator shall recommends further inspection of inaccessible areas, BUYER may require that said areas be inspected. If any infestation or infection is discovered by such inspection, the additional cost of such inspection and additional required work shall be paid by ☐ BUYER, ☐ SELLER. If no such infestation or infection is discovered, the additional cost of inspecting such inaccessible areas and the required cost to return the Property to its original condition shall be paid by ☐ BUYER, ☐ SELLER. Any work specified in said report shall be done at ☐ BUYER, ☐ SELLER expense, and shall not exceed \$

BUYER Included ☒ OR BUYER Waived ☐ 6.2 PRE-INSPECTION REPORTS: Unless the local ordinance requires otherwise, the inspection report shall be a "Pre-Inspection" by the fire department. Said report shall be ordered and directed by ☐ BUYER, ☐ SELLER. This inspection shall be paid for by the ☐ BUYER, ☐ SELLER. Said report shall be ordered within () days from Date of Acceptance and approved or rejected by BUYER within () days from Date of Acceptance.

1 BUYER BUYER
2 Included Waived
3 [] OR [] 6.3 SOIL INSPECTION: Within five (5) days or () days from
4 Date of Acceptance, said report shall be ordered and directed by [] BUYER, [] SELLER, and paid by [] BUYER, [] SELLER,
5 [] split % by BUYER and % by SELLER. BUYER shall deliver to SELLER written approval or disapproval of said
6 report, within [] thirty (30) days or () days from Date of Acceptance. SELLER shall promptly provide to BUYER
7 copies of any existing soil reports that SELLER may have in its possession.
8 BUYER BUYER
9 Included Waived
10 [] OR [] 6.4 SURVEY (Initial Option "A" or "B"):
11 (A) [] [] BUYER shall provide written approval or disapproval, within [] twenty (20) days or [] ()
12 days from Date of Acceptance of the supporting documents of an ALTA title supplement based upon a survey prepared to American
13 Land Title Association (the "ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and
14 boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within ten (10)
15 feet either side of the Property boundary lines. The survey shall be ordered and directed by [] BUYER, [] SELLER, and paid by
16 [] BUYER, [] SELLER, [] split % by BUYER and % by SELLER. BUYER may elect within the period allowed for
17 BUYER's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event BUYER shall pay
18 any additional premium attributable thereto.
19 OR
20 (B) [] [] Corner's Marked. The marking of the Property corners shall be ordered and directed by [] BUYER,
21 [] SELLER, and paid by [] BUYER, [] SELLER, [] split % by BUYER and % by SELLER.
22 BUYER BUYER
23 Included Waived
24 [] OR [] 6.5 INVESTIGATION AND APPROVALS OF GOVERNMENTAL ISSUES:
25 BUYER shall have within [] ten (10) days or [] () days from Date of Acceptance to investigate and obtain all
26 necessary approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property
27 which BUYER deems necessary or desirable in connection with its intended use of the Property as a
28
29
30 including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, law
31 enforcement, handicapped access, transportation and environmental matters. BUYER's failure to deliver to Escrow Holder and
32 SELLER written notice terminating this Agreement prior to the expiration of said period as a result of BUYER's failure to obtain such
33 approvals and permits shall be conclusively deemed to be BUYER's waiver of this condition to BUYER's obligations under this
34 Agreement.
35 BUYER BUYER
36 Included Waived
37 [] OR [] 6.6 INVESTIGATION AND APPROVALS OF CC&R's AND COMMON-INTEREST
38 COMMUNITIES: SELLER shall deliver to BUYER the Covenants, Conditions and Restrictions ("CC&Rs"), Common-Interest
39 Community regulations, and any other documents to the BUYER within [] five (5) days or [] () days from Date of
40 Acceptance. BUYER shall have [] ten (10) days or [] () days from Date of Acceptance to investigate the status and
41 regulations of any Common-Interest Community Regulations (CC&Rs), and any other related documents, and to notify Seller and
42 Escrow Holder in writing of BUYER's reasonable disapproval of same.
43 BUYER BUYER
44 Included Waived
45 [] OR [] 6.7 HAZARDOUS/NOXIOUS CONDITIONS REPORT: Such report, within
46 [] ten (10) days or [] () days from Date of Acceptance, will be ordered and directed by [] BUYER, [] SELLER, and
47 paid by [] BUYER, [] SELLER, [] split % by BUYER and % by SELLER. BUYER shall deliver written approval or
48 disapproval, within [] ten (10) days or [] () days from Date of Acceptance, of a Hazardous/Noxious Conditions
49 Report concerning the Property and relevant adjoining properties. A "Hazardous Condition" for purposes of this Agreement is
50 defined as any condition whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal,
51 state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. This shall include,
52 without limitation, "Noxious Weed" as defined in NRS 555.005. The location of a "Hazardous Condition" for purposes of this
53 Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous/Noxious condition that would
54 require remediation and/or removal under applicable Federal, state, or local law.
55 BUYER BUYER
56 Included Waived
57 [] OR [] 6.8 PERSONAL PROPERTY IN FURNISHED UNITS: The Purchase Price
58 includes all furniture and furnishings and any other personal property owned by SELLER and used in the operation of the Property.
59 An inventory list shall be provided by SELLER to BUYER within [] ten (10) days or [] () days from Date of
60 Acceptance. BUYER shall have [] thirty (30) days or [] () days from Date of Acceptance to approve or disapprove.
61 Said signed inventory list shall be attached and become a part of this Agreement. This inventory has been made an integral part of
62 this Agreement prior to its execution by both BUYER and SELLER. Said personal property to be transferred to BUYER free and
63 clear of liens at Close of Escrow by Bill of Sale with no warranty implied as to the condition of any personal property after Close of
64 Escrow.
65 BUYER BUYER
66 Included Waived
67 [] OR [] 6.9 SMOKE DETECTORS: In accordance with local ordinance, smoke detectors
68 shall be installed on the Property at the expense of the [] BUYER, [X] SELLER. If required, said smoke detectors shall be inspected
69 by the appropriate City or County agency prior to Close of Escrow and a compliance report obtained and delivered to BUYER at
70 Close of Escrow.

1 BUYER
2 Included OR ☒ Waived
3 6.10 FLOOD HAZARD ZONE: BUYER has been advised that the Property may
4 be located in an area which the Federal Emergency Management Agency has found to have special flood hazards and that, pursuant to
5 the National Flood Insurance Program, it may be necessary to purchase flood insurance in order to obtain any loan secured by the
6 Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The
7 purpose of the program is to provide flood insurance at reasonable cost. For further information consult your lender or insurance
8 carrier.
9 BUYER
10 Included OR ☒ Waived
11 6.11 INCOME AND EXPENSE STATEMENT: SELLER shall, within ☐ five (5)
12 days or ☐ () from Date of Acceptance, deliver to BUYER a true and complete statement of income and expenses of
13 the Property for the prior () year(s) and year to date for BUYER's approval within ☐ thirty (30) days or
14 ☐ () days from Date of Acceptance. BUYER'S obligations are conditioned upon approval of said statement. BUYER
15 shall be deemed to have approved said statement unless written notice to the contrary is delivered to SELLER or his Agent within said
16 period, in which case, BUYER may cancel this Agreement and BUYER shall be entitled to return of his deposit less its expenses, and
17 both BUYER and SELLER shall be relieved of all obligations hereunder.
18 BUYER
19 Included OR ☒ Waived
20 6.12 UTILITIES STATEMENT: If paid by SELLER, SELLER shall provide to
21 BUYER the most recent twelve (12) months of utility receipts within ☐ ten (10) days or ☐ () days from Date of
22 Acceptance.
23 BUYER
24 Included OR ☒ Waived
25 6.13 EXISTING LEASES: Within ☐ ten (10) days or ☐ () days
26 from Date of Acceptance, SELLER shall deliver to BUYER for his approval legible copies of all existing leases, subleases and rental
27 agreements for the Property, as well as copies of all outstanding notices sent to tenants, and a written statement of all oral agreements,
28 incurred defaults by SELLER or tenants, claims made by or to tenants, and a statement of all tenants' deposits held by SELLER, all
29 of which SELLER warrants to be true and complete. BUYER's obligations under this Agreement are conditioned upon approval of
30 existing leases. BUYER shall be deemed to have approved said documents unless written notice to the contrary is delivered to
31 SELLER or his Agent within ☐ thirty (30) days or ☐ () days from Date of Acceptance, in which case BUYER shall
32 be entitled to return of his deposit less any expenses, and both BUYER and SELLER shall be relieved of all obligations herein.
33 BUYER
34 Included OR ☒ Waived
35 6.14 ESTOPPEL CERTIFICATE(S): SELLER shall deliver to BUYER and
36 Escrow Holder at least ☐ ten (10) days or ☐ () days prior to Close of Escrow an Estoppel Certificate(s), as provided
37 by BUYER, executed by each tenant of the Property.
38 BUYER
39 Included OR ☒ Waived
40 6.15 APPRAISAL: Appraisal fee to be paid by ☐ BUYER, ☐ SELLER. It is
41 expressly agreed that, notwithstanding any other provisions of this Agreement, the BUYER shall not be obligated to complete the
42 purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits if the appraised value of the
43 Property (excluding Closing Costs) is less than the amount specified as the Purchase Price. The BUYER shall, however, have the
44 option of proceeding with the consummation of this Agreement without regard to the amount of the appraised valuation. Appraisal
45 report shall be completed within ☐ forty five (45) days or ☐ () days from Date of Acceptance.
46 BUYER
47 Included OR ☒ Waived
48 6.16 EXISTING CONTRACTS AND AGREEMENTS: Copies or written
49 descriptions, of all existing written contracts and oral contracts and/or agreements by SELLER and regarding the Property shall be
50 provided to BUYER by SELLER within ☐ ten (10) days or ☒ (7) days of the Date of Acceptance. BUYER shall have
51 ☐ thirty (30) days or ☐ () days from Date of Acceptance of said contracts and agreements to accept or reject the
52 same.
53 BUYER
54 Included OR ☒ Waived
55 6.17 OPERATING PERMIT/BUSINESS LICENSE: If applicable, SELLER
56 warrants that an operating permit/business license for the Property is in effect. SELLER to provide BUYER a copy of said permit or
57 license within ☐ ten (10) days or ☐ () days from Date of Acceptance.
58 BUYER
59 Included OR ☒ Waived
60 6.18 OCCUPANCY PERMIT (if applicable): If applicable, SELLER warrants
61 that an occupancy permit for the Property is in effect. SELLER to provide BUYER a copy of said occupancy permit within ☐ ten
62 (10) days or ☐ () days from Date of Acceptance.
63 BUYER
64 Included OR ☒ Waived
65 6.19 PRIOR INSPECTIONS: SELLER shall within ☐ ten (10) days or
66 ☒ (7) days from Date of Acceptance, provide BUYER with copies of all prior inspections and reports (for information
67 purposes only) in the possession of or readily available to the SELLER, if any.

1 BUYER BUYER
2 Included Waived
3 ☒ OR ☐ 6.20 COMMERCIAL DISCLOSURE/ENVIRONMENTAL: SELLER shall deliver
4 to BUYER at least ☐ ten (10) days or ☒ (7) days from Date of Acceptance the completed Commercial Disclosure/
5 Environmental Form attached hereto.

6 BUYER BUYER
7 Included Waived
8 ☒ OR ☐ 6.21 WALK-THROUGH INSPECTION: BUYER will have the right to conduct
9 a walk-through inspection of the property within ☐ ten (10) days or ☒ (5) days prior to Close of Escrow, to verify
10 SELLER's compliance with the provisions within this Agreement. Utilities are to remain turned on until Close of Escrow.

11 BUYER BUYER
12 Included Waived
13 ☒ OR ☐ 6.22 ADDITIONAL INSPECTIONS: Unless stated otherwise in this Agreement,
14 the BUYER shall at ☐ BUYER's, ☐ SELLER's expense, have the right to order any and all inspections that BUYER deems
15 necessary by experts, including, but not limited to, engineers, geologists, architects, contractors, surveyors, and structural pest control
16 operators to inspect the Property for any structural and non-structural conditions, including matters concerning, but not limited to,
17 roofing, electrical, plumbing, heating, cooling, appliances, pool, boundaries, structural inspection reports, roof inspection, Phase I
18 Environmental Report on Hazardous Wastes and Materials, A.D.A. (Americans Disabilities Act) Report, Asbestos testing report, lead
19 based paint report, radon report, mold inspection, wood stove inspection, seismology report and/or earthquake fault information,
20 electromagnetic field report, water quality/quantity report, septic systems inspection, shall be ordered and must exercise that right
21 within ☐ ten (10) days or ☒ (5) days from Date of Acceptance. Reports shall be approved, rejected, or waived by
22 BUYER within ☐ thirty (30) days or ☒ (25) days from Date of Acceptance.

23 BUYER shall furnish SELLER, at no cost to SELLER, copies of inspections and reports obtained, along with list(s) itemizing all
24 repairs requested by the BUYER as indicated by said inspection and reports within ☐ thirty (30) days or ☐ () days
25 from Date of Acceptance. SELLER agrees to pay an amount NOT to exceed the total sum of \$ _____
26 (_____ and no/100 Dollars) for all repair conditions indicated, per the above contingency reports and/or any defect
27 discovered or defect which has become worse than was originally indicated.

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

31 If not completed by Close of Escrow, funds shall be held in Escrow, unless otherwise disallowed by Lender, and disbursed by
32 Escrow Holder upon receipt of a statement by a licensed structure pest control operator, certifying that the Property is free of
33 evidence of active infestation or infection.

34 As soon as the same are available, copies of the report, and any certification or other proof of completion of said work shall be
35 delivered to the Agents of BUYER and SELLER who are authorized to receive the same on behalf of their principals.

36 BUYER acknowledges that it has not relied upon any representations by the Agent with respect to the condition of the Property.

37 BUYER BUYER
38 Included Waived
39 ☐ OR ☒ 6.23 SELLER'S COST OBLIGATIONS TO CONTINGENCY TO CLOSING:
40 (A) The Closing of this Agreement is subject to the sale and conveyance of "BUYER's Property" described as:
41 (Address/Name) _____
42 (APN/Legal Description) _____
43 (Type/Use) _____

44 within the time specified for Closing of SELLER's property. (B) SELLER shall have the right to continue to offer the herein Property
45 for sale and to accept offers subject to the rights of BUYER. Should SELLER accept such an offer, then BUYER shall be given
46 written notice of such acceptance. In the event BUYER will not waive this condition in writing within ☐ ten (10) days or
47 ☐ () days of receipt of such notice, then this Agreement shall be terminated and all deposits be returned to BUYER
48 and Escrow cancelled. Said notice may be personally delivered or mailed by certified mail and addressed to BUYER, care of his
49 Agent identified herein.

50 BUYER BUYER
51 Included Waived
52 ☐ OR ☒ 6.24 PROBATE/CONSERVATION SALE: In the event that this sale is subject
53 to Probate/Conservation sale, BUYER is aware of the following: (a) Court Approval; (b) Competitive Bidding; (c) "As Is, Where Is,
54 Current Condition". Should the sale be a Probate/Conservation sale, SELLER shall furnish to BUYER within ☐ five (5) days or
55 ☐ () days from Date of Acceptance, all required court documents regarding said sale.

56
57 All of the contingencies specified in the above subparagraphs are for the benefit of, and may be waived by the BUYER, and
58 may be elsewhere herein referred to as "BUYER Contingencies."

59
60 BUYER BUYER
61 Included Waived
62 ☒ OR ☐ 7. REPRESENTATION AND WARRANTIES OF SELLER.

63 7.1 SELLER'S WARRANTIES AND REPRESENTATIONS: SELLER's warranties and representations shall survive the
64 Close of Escrow and delivery of the deed and, unless otherwise noted herein, are true, material and relied upon by BUYER and Agent
65 in all respects, both as of the Date of Agreement, and as of the date of Close of Escrow. SELLER hereby makes the following
66 warranties and representations to BUYER and Agent.

1 (a) Authority of SELLER. SELLER is the owner of the Property and has the full right, power and authority to sell, convey and
2 transfer the Property to BUYER as provided herein, and to perform SELLER's obligations hereunder. Each person signing this
3 Agreement on behalf of an entity constituting either BUYER or SELLER warrants that: (i) he or she is duly authorized to sign and
4 deliver this Agreement on behalf of the entity, in accordance with a duly adopted resolution of the board of directors or the bylaws of
5 the corporation in the case of a corporation, in accordance with the resolutions or bylaws of the limited company, in accordance with
6 the Agreement of Partnership or resolution pursuant thereto in the case of partnership, or in accordance with the trust agreement in the
7 case of a trust, and (ii) this Agreement is binding upon the corporation, limited liability companies, partnership or trust in accordance
8 with its terms. Such entity shall be duly and properly organized to transact business in the State of Nevada.

9 (b) Maintenance During Escrow and Equipment Condition at Closing. Except as otherwise provided in the paragraph dealing
10 with destruction, damage or loss, SELLER shall maintain the Property until Close of Escrow in its present condition, ordinary wear
11 and tear excepted. Items such as, but not limited to, heating, ventilating, air conditioning, plumbing, elevators, loading doors and
12 electrical systems shall be in good operating order and condition at the time of Closing.

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

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

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

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

28 (g) Mechanics' Liens. There are no unsatisfied mechanics or material man's lien rights concerning the Property.

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

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

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

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

37 7.2 EXISTING CONDITION: BUYER hereby acknowledge that, except as otherwise stated in this Agreement, BUYER is
38 purchasing, subject to required repairs, replacements or corrections of condition, the Property in its existing condition and will, by the
39 time called for herein, make or have waived all inspections of the Property that BUYER believes are necessary to protect its own
40 interest in, and its contemplated use of, the Property. BUYER and SELLER acknowledge that, except as otherwise stated in this
41 Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any
42 aspect of OSHA, and FEMA laws or any other act, ordinance of law, have been made by either BUYER, SELLER or Agent, or
43 relied upon by either Party hereto.

44 7.3 MATERIAL CHANGE: No Material Change, as hereinafter defined, shall have occurred with respect to the Property that
45 has not been approved in writing by BUYER. For purposes of this Agreement, a "Material Change" shall be a change in the status of
46 the use, occupancy, tenants, or condition of the Property as reasonably expected by the BUYER, that occurs after the date of this offer
47 and prior to Close of Escrow. BUYER shall have ☐ ten (10) days or ☒ (3) days following receipt of written notice
48 from any source of any such Material Change within which to approve or disapprove same. Unless otherwise notified in writing by
49 either BUYER, SELLER or Agent, Escrow Holder shall assume that no Material Change has occurred prior to Close of Escrow.

50 7.4 IMPACT FEES: Pursuant to Nevada Revised Statutes, the BUYER(s) of real property, for or under, development is hereby
51 informed that such property may be subject to impact fees which have been or will be imposed by governmental agencies.

52 8. HAZARDOUS/NOXIOUS CONDITIONS: Both BUYERS and SELLERS should seek the advice of independent experts
53 regarding the potential presence and/or effect of toxic or hazardous substances or noxious weeds on real property and any
54 improvements to be sold or purchased.

55 BUYER and SELLER acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or
56 users of real property for the investigation and remediation of a Hazardous Condition. The determination of the existence of a
57 hazardous condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of the Agent.
58 BUYER and SELLER acknowledge that they have been advised by the Agent to consult their own technical and legal experts with
59 respect to the possible hazardous condition aspects of this Property or adjoining properties, and BUYER and SELLER are not relying
60 upon any investigation by or statement of the Agent with respect thereto. BUYER and SELLER hereby assume all responsibility for
61 the impact of such hazardous conditions upon their respective interests herein.

62 NOTICE: BUYER is informed of the advisability in making "All Appropriate Inquiries" as required under the Comprehensive
63 Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USCA §§9601 et. Seq.) and regulations
64 promulgated pursuant thereto. Such Appropriate Inquiries must include, but not be limited to, obtaining a Phase 1 Environmental Site
65 Assessment (ESA) pursuant to the American Society for Testing and Materials "Standards Practice for Environmental Site
66 Assessments: Phase 1 Environmental Site Assessment Process" (Standard E1527-05). Failure to conduct All Appropriate Inquiries as
67 required under CERCLA may result in BUYER being unable to assert the "Bona Fide Prospective Purchaser" or "Innocent
68 Landowner" defense under CERCLA or companion state statutes. BUYER is advised to consult an attorney for further information.

69 9. DEFERRED AGRICULTURE TAX: In the event of any Deferred Agriculture Tax, ☐ BUYER, ☐ SELLER shall pay said
70 taxes through Close of Escrow.

1 10. PRORATIONS:

2 10.1 TAXES: Real property taxes payable by the owner of the Property shall be prorated through Close of Escrow as of the date
3 of the recordation of the deed for the Property, based upon the latest tax bill available. SELLER shall pay supplemental tax bill levied
4 by reason of events occurring within the tax year prior to Close of Escrow. Payment shall be made promptly in cash upon receipt of a
5 copy of any such supplemental bill of the amount necessary to accomplish such proration. SELLER shall pay and discharge in full, at
6 or before Close of Escrow, the unpaid balance of any special assessment bonds.

7 10.2 INSURANCE: If BUYER elects to take an assignment of the existing casualty and/or liability insurance that is maintained
8 by SELLER, the current premium therefore shall be prorated through the Escrow as of the date of Close of Escrow. In the event of
9 SELLER Financing, BUYER will obtain hazard insurance prepaid for one year in an amount satisfactory to the loan holders and
10 covering on hundred percent (100%) replacement cost of improvements. BUYER agrees to name holders of the secured loan as
11 additional loss payees. BUYER agrees further to annually increase said insurance, if necessary, to equal the then current replacement
12 cost of the Property during the term of the loan holder's mortgages. BUYER will instruct the insurance carrier to deliver to SELLER
13 before Close of Escrow a certificate of insurance providing for 30 days written notice to note holder in the event of cancellation.
14 BUYER to verify availability of insurance within ☐ thirty (30) days or ☒ (20) days from Date of Acceptance.

15 10.3 RENTALS, INTEREST AND EXPENSES: Expenses, such as, but not limited to, collected rentals, interest on Existing
16 Notes, utilities, and operating expenses shall be prorated as of the date of Closing. Such items shall be supplied by SELLER within
17 ☐ fifteen (15) days or ☒ (10) days prior to Close of Escrow. The BUYER and SELLER agree to promptly adjust
18 between themselves outside of Escrow any rents received after Close of Escrow.

19 10.4 SECURITY DEPOSIT AND LEASE CREDITS: Security Deposits held by SELLER and considerations involving lease
20 credits shall be given to BUYER by a credit to the cash required of BUYER at the Closing. Such items shall be supplied by SELLER
21 within ☒ two (2) days or ☐ () days prior to Close of Escrow.

22 10.5 OIL AND PROPANE: Any remaining oil or propane will be ☐ purchased by BUYER, ☐ included in the Purchase Price,
23 ☒ Not applicable.

24 10.6 POST CLOSING MATTERS: Any item to be prorated that is not determined or determinable at the Closing shall be
25 adjusted by the BUYER and SELLER as soon as possible following Close of Escrow.

26 11. TIME: Time is of the essence as to each and every provision of this Agreement. If after a good faith effort, any condition
27 stated in this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Agreement,
28 then this Agreement may be deemed null and void, all earnest money deposits, less direct expenses, shall be returned to BUYER and
29 the Escrow shall be canceled. Either BUYER or SELLER may resort to such remedies as it may have in law or equity.

30 12. CORRESPONDENCE AND NOTICES: Unless otherwise specifically provided in this Agreement all notices, demands or
31 other communications given herein shall be in writing and will be deemed to have been duly delivered upon personal delivery by
32 messenger, facsimile machine or as of the next day after deposit with a commonly accepted courier for overnight delivery, with
33 confirmation receipt by the BUYER and/or SELLER at the addresses as follows:

35 To SELLER(s):

36 Name: Burns Living Trust
37 Office:
38 Street:
39 City/State/Zip:
40 Phone:
41 Email:

To SELLERS' Licensee, Broker or Representative:

Name:
Office:
Street:
City/State/Zip:
Phone:
Email:

42 To BUYER(s):

44 Name: Rhema Christian Church
45 Office:
46 Street: 120 W. Taylor St.
47 City/State/Zip: Reno, NV 89509
48 Phone: (775) 772-5283
49 Email: ableabilitiesgroup@yahoo.com

To BUYERS' Licensee, Broker or Representative:

Name: Mary E. McQuattie ("Missy")
Office: Coldwell Banker Commercial Business
Street: 5011 Meadowood Mall Cir. #247
City/State/Zip: Reno, NV 89502
Phone: 775-829-5900
Email: mquattie@cbcreno.com

50 13. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Nevada.

51 14. NO ONE DEEMED DRAFTER: BUYER and SELLER hereby agree that neither BUYER, SELLER nor Agent shall be
52 deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by a court of law, such court shall
53 not construe this Agreement or any provision hereof against either BUYER, SELLER or Agent as the drafter hereof. BUYER and
54 SELLER hereby waive any and all rights to claims against each other, and Agent relating in any way to the foregoing matter.

55 15. MODIFICATION: No modification, waiver or discharge of this Agreement shall be valid unless it is in writing and signed or
56 initialed by the BUYER and/or SELLER against which the enforcement of the modification, waiver or discharge is or may be sought.
57 The terms and conditions of any and all such addenda attached hereto and any and all future modifications of this Agreement shall
58 supersede and replace any inconsistent provisions in this Agreement. There are no other understandings, oral or written, which in any
59 way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied,
60 except as may be set forth herein. Any and all future modifications of this Agreement will be effective only if it is in writing and
61 signed by the BUYER and SELLER hereto, all of which together will constitute but one instrument.

62 16. DESTRUCTION, DAMAGE, OR LOSS OF IMPROVEMENTS: This Agreement is contingent upon the status that there
63 shall not occur prior to the Closing a destruction of, damage or loss, or finding of Property to be materially defective, from any cause
64 whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, SELLER
65 shall repair or cure the loss prior to Close of Escrow. BUYER shall have the option, within ☐ ten (10) days or ☐ ()
66 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement with
67 all unused deposits to be returned, or to purchase the Property notwithstanding such loss, but without deduction or offset against the
68 Purchase Price. If the cost to repair or cure is more than \$10,000.00, and the BUYER does not elect to terminate this Agreement,
69 BUYER shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing by either BUYER,
70 SELLER, or Broker, Escrow Holder shall assume no destruction, damage or loss costing more than \$10,000.00 to repair or cure has
71 occurred prior to Closing.

1 17. VERIFICATION OF INFORMATION: Any representation in this Agreement as to the square footage, land or
2 improvements, of the Property, is approximate and neither SELLER nor Agent guarantee its accuracy. Any oral or written
3 representations by SELLER or Agent regarding age of improvements, size, and square footage of parcel or building, or location of
4 property lines, may not be accurate. Apparent boundary line indicators such as fences, hedges, walls, or other barriers may not
5 represent the true boundary lines. Agent does not necessarily investigate the status of permits, zoning, or code compliance. BUYER
6 is to satisfy himself concerning this information if any of these issues are important or a critical element of the purchase decision.
7 BUYER acknowledges that he has not received or relied upon any representations by either the Agent or the SELLER with respect to
8 the condition of the Property which are not contained in this Agreement or in any attachments. Although deemed accurate, the
9 information contained in the Multiple Listing Service, computer or advertisements, and feature sheets pertaining to this Property are
10 not warranted or guaranteed by the listing or selling office. Errors and/or omissions in inputting information, while uncommon, are
11 possible. BUYER shall be responsible for verifying the accuracy of pertinent information. Deposit of all funds necessary to close into
12 Escrow shall be deemed as final acceptance of the Property. SELLER agrees to hold all Agents in the transaction harmless and to
13 defend and indemnify them from any claim, demand, action or proceedings resulting from any omission or alleged omission by
14 SELLER in its statements.

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

24 19. DEFAULT: In the event that BUYER shall default in the performance of this Agreement, unless the BUYER and SELLER
25 have agreed to a provision for liquidated damages, SELLER may, subject to any rights of the Broker herein, retain BUYER's deposit
26 and may take such actions as he deems appropriate to collect such additional damages as may have been actually sustained. If this
27 Agreement terminates for any reason than SELLER's breach or default, then at SELLER's request, and as a condition to the return of
28 BUYER's deposit, BUYER shall within ☐ five (5) days or ☐ _____ (_____) days after written request deliver to SELLER, at no
29 charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items
30 prepared by or for BUYER that pertain to the Property.

31 20. LIQUIDATED DAMAGES: If BUYER fails to complete the purchase of the Property as provided by this Agreement by
32 reason of any default of BUYER, SELLER shall be released from his obligation to sell the Property to BUYER and may proceed
33 against BUYER upon any claim or remedy which SELLER may have in law or equity; or BUYER and SELLER hereby acknowledges
34 and agree that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by SELLER as a result
35 of such a default by BUYER and agree that the ☒ Amount of Deposit(s), ☐ \$ _____ made by BUYER is a reasonable
36 approximation thereof. Accordingly, in the event that the BUYER defaults in the performance of this Agreement, the above stated
37 amount shall constitute and be deemed to be the agreed and liquidated damages of SELLER and shall be forfeited by BUYER to
38 SELLER. SELLER agrees to waive all other remedies against the BUYER which SELLER might otherwise have in law or equity by
39 reason of such default by BUYER.

40
41 (Both BUYER and SELLER must initial "agrees" for Liquidated Damages to be part of this Agreement.)

42 ☒ [S] [] Buyer agrees. ☐ [] [] Buyer does not agree.

43
44 ☐ [] [] Seller agrees. ☐ [] [] Seller does not agree.

45
46
47 If BUYER and SELLER do not agree to the "Liquidated Damages" provision above set forth, and in the event of BUYER's breach or
48 default, SELLER retains the rights and remedies which SELLER may have in law or equity.

49 21. MEDIATION OF DISPUTES: If a dispute arises out of or relates to this Agreement, or its breach, by initialing in the spaces
50 below, the BUYER and SELLER agree to first try in good faith to settle the dispute by nonbinding mediation under the Commercial
51 Mediation Rules of the American Arbitration Association, before resorting to court action or binding arbitration, unless the dispute is
52 a matter excluded under the ARBITRATION clause, if any, in this document.

53
54 (Both BUYER and SELLER must initial "agrees" for Mediation to be part of this Agreement.)

55 ☐ [] [] Buyer agrees. ☐ [] [] Buyer does not agree.

56
57 ☐ [] [] Seller agrees. ☐ [] [] Seller does not agree.

58
59
60 BUYER
61 Included

62 BUYER
63 Waived

64 22. ARBITRATION OF DISPUTES: Any dispute or claim in law or equity
65 arising out of this Agreement will be decided by neutral binding arbitration in accordance with prevailing law and applicable court
66 rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The BUYER and
67 SELLER will have the right to discovery as per attached Arbitration of Disputes Addendum.

68 23. SEVERABILITY, WAIVER: If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall
69 not affect the validity or enforceability of any other provision of the Agreement. Waiver by one party of the performance of any
covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any
other covenant, condition or promise hereunder.

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69
BUYER [S] [] and SELLER [] [] have read this page.

1 24. ATTORNEYS FEES: If this Agreement gives rise to any litigation, arbitration, or other legal proceeding between BUYER
2 and SELLER, including Agent, the prevailing party shall be entitled to recover its actual costs and expenses, including court costs,
3 costs of arbitration, and reasonable attorneys' fees, in addition to any other relief to which they may be entitled.

4 25. BROKERS FEE: Payment at the Closing of such Broker's Fee as is specified in this Agreement or later written instructions
5 to Escrow Holder executed by SELLER and Broker. It is agreed by BUYER, SELLER and Escrow Holder that Broker is/are a third
6 party beneficiary of this Agreement insofar as the Broker's fee is concerned, and that no change shall be made by BUYER, SELLER
7 or Escrow Holder with respect to the time of payment, amount of payment, or the conditions to payment of the Broker's fee specified
8 in this Agreement, without the written consent of Broker.

9 26. REAL ESTATE BROKERS: BUYER and SELLER each represent and warrant to the other that he has had no dealings with
10 any person, firm, broker or finder in connection with the negotiations of this Agreement and/or the consummation of the purchase and
11 sale contemplated herein, other than the Broker named herein, and no broker or other person, firm or entity, other than said Broker is
12 entitled to any commission or finder's fee in connection with this Agreement as the result of any dealings or acts of such party.
13 BUYER and SELLER do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs,
14 expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or similar party, other
15 than said named Broker by reason of any dealings or act of the indemnifying Party.

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

22 28. TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY): In the event that SELLER wishes to enter in a tax deferred
23 exchange for the real property described herein, or if BUYER wishes to enter into tax deferred exchange with respect to property
24 owned by him in connection with this transaction, BUYER and SELLER agrees to cooperate with the other party in connection with
25 such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a)
26 the other party shall not be obligated to delay Close of Escrow; (b) all additional costs in connection with the exchange should be
27 borne by the party requesting the exchange; and (c) the other party shall not be obligated to execute any note, contract, deed or other
28 document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to
29 any property other than the Property described in this Agreement. The other party shall be indemnified and held harmless against
30 any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

31 [] [] Buyer intends to or is in a tax deferred exchange.

32 [] [] Seller intends to or is in a tax deferred exchange.

33
34
35 29. SURVIVAL: The omission from escrow instructions of any provision in this Agreement will not waive the right of any party.
36 All representations or warranties will survive the Close of Escrow.

37 30. FAX TRANSMISSION: The facsimile transmission of a signed copy hereof or any counter offer/amendment to the BUYER
38 and/or SELLER or their Agent shall constitute delivery of said signed document. Facsimile signature may be accepted as original.

39 31. ADDITIONAL TERMS AND CONDITIONS:

40 Seller to carry back a 1st Trust deed in the amount
41 of \$ 485,000, amortized over 30 years including 4% interest
42 all due and payable in five years and to be serviced
43 by Evergreen Note Servicing, 6121 Lakeside Dr, Reno, NV 89501
44

45 32. ADDENDA, EXHIBITS AND DISCLOSURES: The following marked addenda, exhibits and disclosures are attached hereto
46 and made a part of this Agreement:

- 47
48 1. ☐ Affiliated Business Arrangement Disclosure Statement
49 2. ☐ Arbitration Addendum
50 3. ☐ Aerial/Parcel Map
51 4. ☐ Bill of Sale and Assignment
52 5. ☐ Commercial Disclosure / Environmental Form (to be provided by BUYER)
53 6. ☐ Consent to Act (if applicable)
54 7. ☒ Duties Owed By A Nevada Real Estate Licensee
55 8. ☐ Environmental Contact List
56 9. ☐ Estoppel Certificate (to be provided by BUYER)
57 10. ☐ Financing Addendum Existing Commercial
58 11. ☒ Lead Based Paint Addendum (if property built prior to 1978)
59 12. ☐ Legal Description (to be provided by Title Company through Close of Escrow)
60 13. ☐ Financing Addendum Seller (Commercial)
61 14. ☐ Tenant's Notice of Sale
62 15. ☒ Other: Title Holder To provide #10 above in escrow.

63 when signed by BUYER and SELLER as required.

64 33. CONSULT YOUR ADVISORS: This document has been prepared for your advisors review and for your approval. Agent
65 makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to
66 which it relates. These are questions for your attorney and financial advisor. In any real estate transaction, it is recommended that
67 you consult with a professional, such as a civil engineer, industrial hygienist, or other person with experience in evaluating the
68 condition of said Property.

69
BUYER [] [] and SELLER [] [] have read this page.

1 34. OWNER'S ASSOCIATION DISCLOSURE: At time of acceptance, SELLER shall deliver to BUYER and Addendum to
2 Purchase Agreement for Common Ownership Interest Properties, which by this reference shall be incorporated into this Agreement.
3 Association transfer fee of \$ _____ to be paid by ☐ BUYER, ☐ SELLER. The amount of any delinquent assessments
4 including penalties, attorney's fees, and other charges provided for in the management documents shall be paid current by the
5 SELLER at Close of Escrow.

6 35. WATER RIGHTS: Water rights, if any, are to be included with the Property unless specifically excluded by deed or mutual
7 agreement.

8 36. HOLD HARMLESS: The BUYER and SELLER agree the Agents are not responsible, and hold them harmless, for items
9 such as, but not limited to, repairs, renovation, restoration, replacement, maintenance work, or inspections performed to or upon the
10 Property, regardless of whether or not the Contractor/Inspector performing the work was hired by BUYER or SELLER at the
11 suggestion of the Agent or company affiliated with the Agent. By the execution of this Agreement, BUYER/SELLER hereby release
12 and agree to hold the Agent or company affiliated with the Agent, harmless from any loss or liability which BUYER/SELLER may
13 incur as a result of any action of the Contractor/Inspector on or about the Property, or the failure of the Contractor/Inspector to
14 perform items, such as, but not limited to, the repair, renovation, replacements, maintenance work, or inspection in a good and
15 workman like fashion. BUYER/SELLER is encouraged to consult with a Contractor/Inspector of their own choosing regarding the
16 satisfactory completion of any repair, renovation, replacement, maintenance work, or inspection performed to or upon the Property.

17 The undersigned parties agree to hold Broker and Broker's Agent harmless from and against any and all damages, costs and expenses,
18 including attorneys' fees, arising from any disputes between BUYER and/or SELLER and/or Agent/Broker under this Agreement,
19 unless Agent is determined by a court of competent jurisdiction to have acted in a fraudulent manner in connection with any such
20 claim or claims.

21 37. CODE OF ETHICS: Not all real estate licensees are REALTORS®. A REALTOR® is a member of the National Association
22 of REALTORS® and therefore subscribes to a higher ethical standard in the industry, the REALTOR® Code of Ethics. To receive a
23 copy of the REALTOR® Code of Ethics, ask your real estate professional or the local Association of REALTORS®.

24
25 EXPIRATION: This offer shall expire, and be rendered null and void, unless a fully executed copy with SELLER's written
26 acceptance is delivered to the BUYER or the BUYER's Agent on or before 5:00 o'clock ☐ A.M. ☒ P.M., Pacific
27 Standard Time, on Sept. 22, 2017. Upon expiration, the BUYER's entire deposit shall be returned, and BUYER and SELLER
28 shall have no further obligations hereunder.

29
30
31 The undersigned BUYER(s) acknowledges that he has thoroughly read and approved each of the provisions contained herein and
32 agrees to purchase the herein described Property for the price and on the terms and conditions specified. BUYER acknowledges
33 receipt of a copy of this Agreement.

34
35 DATED: Sept. 20 TIME: 1:00 p.m.

Representation: The BUYER's Licensee is:

BUYER's Licensee Mary E. McQuattie "Missy"
Licensee Signature Mary E. McQuattie (Licensee's acknowledgement of receipt of deposit)

36
37 BUYER [Signature]
38
39 BUYER [Signature]
40
41 BUYER _____
42
43 BUYER _____

SELLER'S ACCEPTANCE, COUNTER OFFER OR REJECTION OF AGREEMENT

44
45
46 BROKERAGE FEE: SELLER agrees to pay in cash the following real estate commission for services rendered, which
47 commission SELLER hereby irrevocably assigns to be paid from Escrow, Listing Broker's commission shall be as per separate
48 Listing Agreement, and 3.00% of the accepted price, or \$ _____ (_____ and no/100 Dollars), to the
49 Brokerage of the Agent of the BUYER irrespective of the agency relationship. Escrow instruction with respect to commissions may
50 not be amended or revoked without the written consent of the Broker herein. Commissions shall also be payable upon any default by
51 SELLER, or the mutual decision (not covered by this Agreement) by BUYER and SELLER which prevents the completion of the sale.
52 Sale proceeds sufficient to pay the commission are hereby assigned to Broker, and Escrow Holder is hereby instructed to pay said
53 commission to Broker out of SELLER's proceeds at Close of Escrow. If this sale shall not be consummated due to the default of
54 either the BUYER or SELLER, the defaulting party shall be liable to and shall pay to Broker, the commission that Broker would have
55 received had the sale been consummated. This obligation of BUYER, if BUYER is the defaulting party, is in addition to any
56 obligation with respect to liquidated damages. This Agreement shall not limit the rights of Broker and SELLER provided for in any
57 existing agreement. Upon the Closing, Broker is/are authorized to publicize the facts of this transaction.

58
59 F.I.R.P.T.A. (Foreign Investment and Real Property Tax Act): The Foreign Investment and Real Property Tax Act requires a
60 BUYER of Real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service
61 upon Closing, if the SELLER is a foreign person, foreign corporation or partnership, or nonresident alien, unless the property
62 qualifies for an exemption under the act. Unless it is established that the transaction is exempt because the purchase price is
63 \$300,000.00 or less the BUYER intends to use the property as his residence, SELLER agrees to: (a) Provide Broker with a Non-
64 Foreign SELLER Affidavit (PCC for 101-V), stating under penalty of perjury that SELLER is not a foreign person; or (b) Provide
65 Broker with a Certificate form the Internal Revenue Service establishing that no Federal Income Tax withholding is required; (c)
66 Subparagraph (a) and (b) to be provided to BUYER within ten (10) days from Date of Acceptance or SELLER consents to
67 withholding ten percent (10%) from the sale price, to be deposited with the Internal Revenue Service. A real estate broker is not
68 qualified to give advice on withholding requirements. BUYER should inquire of the taxing authorities as to his responsibility.
69 By signing below the SELLER is warranting that he/she/they is not a foreign person, foreign corporation or partnership, or
70 nonresidential alien.

BUYER [Signature] and SELLER _____ have read this page.

©RSAR 01/13
CO&A 11/12

1 SELLER acknowledges that he has read and understands the provisions of this Agreement and agrees to sell the herein described
2 Property for the price and on the terms and conditions specified.
3
4 SELLER acknowledges receipt of a copy of this Agreement. Authorization is hereby given the Broker in this transaction to deliver a
5 signed copy herein to BUYER and to disclose the terms of sale to members of a Multiple Listing Service or Association of
6 REALTORS® at Close of Escrow.

7
8 SELLER must check one of the following options and date, time and sign this Agreement.
9

10
11 ☐ ACCEPTANCE The undersigned SELLER accepts this offer to purchase, agrees and has the authority to sell above
12 described Property on the terms and conditions as stated herein.

13
14 SELLER: _____ DATED: _____ TIME: _____
15
16 SELLER: _____ DATED: _____ TIME: _____
17
18 SELLER: _____ DATED: _____ TIME: _____
19
20 SELLER: _____ DATED: _____ TIME: _____
21

22
23 OR
24

25
26 ☐ COUNTER OFFER The undersigned SELLER counter offers by way of the Counter Offer dated: _____

27
28 SELLER: _____ DATED: _____ TIME: _____
29
30 SELLER: _____ DATED: _____ TIME: _____
31
32 SELLER: _____ DATED: _____ TIME: _____
33
34 SELLER: _____ DATED: _____ TIME: _____
35

36
37 OR
38

39
40 ☐ REJECTION By his signature below, the SELLER rejects the foregoing offer.

41
42 SELLER: _____ DATED: _____ TIME: _____
43
44 SELLER: _____ DATED: _____ TIME: _____
45
46 SELLER: _____ DATED: _____ TIME: _____
47
48 SELLER: _____ DATED: _____ TIME: _____
49

50
51
52 Representation: The SELLER's Licensee is:

53
54 SELLER's Licensee: _____ Broker Name _____
55
56 Company Name _____ Office Address _____
57
58 Phone _____
59
60 Fax _____ Email _____
61

62 LICENSEE SIGNATURE: _____ Date: _____ Time: _____

EXHIBIT 2

EXHIBIT 2



COUNTER OFFER



1 This Counter Offer to the Offer and Acceptance Agreement dated 09/20/17, regarding the property located
 2 at 1953 Prater Way Sparks NV 89431,
 3 between Rhema Christian Church (BUYER)
 4 and Burns Living Trust (SELLER)
 5 is being attached this date 09/21/17 by SELLER and becomes effective when signed by all parties.
 6 1. Purchase Price to be \$595,000.
 7 2. Owner to carry back a 1st Trust Deed in the amount of \$495,000
 8 amortized over 30 years at 5.5% interest all due and payable in 5
 9 years with approximate principal and interest payments of \$2,810.56
 10 per month. Note to be serviced by Evergreen Note Servicing. All costs
 11 associated with setting up the note servicing to be split 50/50
 12 between Buyer and Seller.
 13 3. Buyer to have a 25 day due diligence period from the date of
 14 acceptance of both parties to approve of any and all due diligence
 15 they deem necessary to complete this transaction.

16
 17
 18 OTHER TERMS: All other terms to remain the same.
 19

20 RIGHT TO ACCEPT OTHER OFFERS: SELLER reserves the right to accept any other offer prior to
 21 BUYER's written acceptance of the Counter Offer. Acceptance shall not be effective until a copy of this Counter
 22 Offer, dated and signed by BUYER, is received by SELLER and/or Ben Galles.

23
 24 EXPIRATION: This Counter Offer shall expire unless a copy with BUYER's written acceptance is delivered to
 25 SELLER or SELLER's Broker on or before 4:00 ☐ AM ☒ PM, on 09/25/17.

26
 27 SELLER: [Signature] Dated: 9/22/17 Time: 10 AM

28
 29 SELLER: [Signature] Dated: 9/22/17 Time: 10 AM

30
 31
 32 BUYER'S ACCEPTANCE, COUNTER TO COUNTER OFFER OR REJECTION OF AGREEMENT

33
 34 ☒ Acceptance of Counter Offer: BUYER accepts this Counter Offer.

35
 36 ☐ Counter to the Counter Offer: BUYER signs this Counter Offer subject to a Counter to Counter Offer
 37 dated _____.

38
 39 ☐ Rejection: BUYER rejects this Counter Offer.

40
 41 BUYER: [Signature] Dated: 09/25/17 Time: 10:11 AM

42
 43 BUYER: _____ Dated: _____ Time: _____