


IN THE SUPREME COURT, STATE OF NEVADA

<p>JAMES A. BOESIGER, an individual; MARIA S. BOESIGER, an individual,</p> <p align="center">APPELLANTS</p> <p>vs.</p> <p>DESERT APPRAISALS, LLC, a Nevada Limited-Liability Company; TRAVIS T. GLIKO, an individual,</p> <p align="center">APPELLEES.</p>	<p>Supreme Court No.: 75198</p> <p>Case No. A-15-725567-C</p> <p>Department XXIV</p> <p align="right">Electronically Filed Aug 09 2018 03:23 p.m. Elizabeth A. Brown Clerk of Supreme Court</p>
--	---

APPEAL APPENDIX VOLUME 1 of 3

Tab No.	Description	Date
1	Complaint (Bate No. 1-9)	10/02/2015
2	Answer (Bates No. 10-25)	3/21/2016
3	Defendant's Motion to Strike Plaintiff's Designated Expert Craig Jui (Bates No. 26-37)	5/16/2017
4	Plaintiff's Withdraw of Designation of Expert Witness Craig Jui (Bates No. 38-39)	5/22/2017
5	Defendant's Motion for Summary Judgment (Bates No. 40-195)	10/25/2017

6	Notice of Plaintiff's Non-Opposition to Defendants' Motion for Summary Judgment (Bates No. 196-198)	11/17/2017
7	Plaintiff's Opposition to Motion for Summary Judgment (Bates No. 199-236)	11/17/2017
8	Defendant's Affidavit in Support of Motion for Summary Judgment (Bates No. 237-239)	11/17/2017
9	Defendants' Reply in Support of Motion for Summary Judgment (Bates No. 240-255)	12/01/2017
10	Order and Notice of Entry of Order Granting Defendant's Motion for Summary Judgment (Bates No. 256-266)	1/19/2018 1/25/2018
11	Notice of Appeal (Bates No. 267-268)	2/16/2018
12	Notice of Cost Bond (Bates No. 269-271)	3/06/2018
13	Plaintiff's Statement of Evidence (Bates No. 272-277)	4/26/2018
14	Defendants' Objection to Plaintiff's Statement of Evidence; and Defendants' Statement of the Proceedings (Bates No. 278-284)	5/09/2018


CLERK OF THE COURT

CMP

DAVID J. WINTERTON, ESQ.
Nevada Bar No. 004142
TENNILLE K. PEREIRA, ESQ.
Nevada Bar No. 012467
DAVID J. WINTERTON & ASSOCIATES, LTD.
1140 N. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317
Facsimile: (702) 363-1630
david@davidwinterton.com
tennille@davidwinterton.com
Attorneys for Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JAMES A. BOESIGER, an individual,
MARIA S. BOESIGER, an individual
Plaintiffs,

Case No.: A- 15 - 725567 - C
Dept. No: 1 X

vs.

DESERT APPRAISALS, LLC a Nevada
Limited-Liability Company, TRAVIS T.
GLIKO, an individual; DOES I-X inclusive
ROE CORPORATIONS XI-XX inclusive
Defendants.

[Arbitration Exempt - amount of damages
in excess of \$50,000.00]

Plaintiffs, JAMES A. BOESIGER, an individual, MARIA S. BOESIGER, an individual,
("Plaintiffs") by and through their counsel of record, David J. Winterton & Assoc., Ltd., hereby
submits this complaint against Defendants, DESERT APPRAISALS, LLC a Nevada Limited-
Liability Company, TRAVIS T. GLIKO, an individual ("Defendants") DOES I-X inclusive ROE
CORPORATIONS XI-XX, and represents the following to this Honorable Court:

NATURE OF ACTION

1. This Complaint is for malpractice, third-party beneficiary duty, negligence and breach of a statutory duty.

DAVID J. WINTERTON & ASSOCIATES, LTD
1140 N. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over this action under § 6, article 6 of the Nevada Constitution.
3. This Court has jurisdiction over this matter pursuant to N.R.S. 4.370.
4. Venue is proper in this Judicial District under N.R.S. § 13.010 and 13.040.

PARTIES

5. The following are real parties of interest pursuant to N.R.C.P. Rule 17 and have been authorized to bring this cause of action.
6. Plaintiff, JAMES A. BOESIGER, is an individual who at all times relevant herein was a resident of Clark County, State of Nevada.
7. Plaintiff, MARIA S. BOESIGER, is an individual who at all times relevant herein was a resident of Clark County, State of Nevada.
8. Defendant, DESERT APPRAISALS, LLC, is a Nevada Limited-Liability Company who at all times relevant herein was doing business in Clark County, State of Nevada.
9. Defendant, TRAVIS T. GLIKO, is an individual who worked for DESERT APPRAISALS, LLC and who at all times relevant herein was doing business in Clark County, State of Nevada.
10. The true names and capacities of defendants sued herein as DOES 1 through X, inclusive, and each of them, are unknown to Plaintiffs, who therefore sues said defendants by such fictitious names. Plaintiffs will seek to amend this complaint to set forth the true names and capacities of said fictitiously named defendants when the same have been fully ascertained.

////

////

////

////

11. The true names and capacities of defendant entities sued herein as ROE CORPORATION 1 through X, inclusive, and each of them, are unknown to Plaintiffs, who therefore sues said defendants by such fictitious names. Plaintiffs will seek to amend this complaint to set forth the true names and capacities of said fictitiously named defendants when the same have been fully ascertained.

GENERAL ALLEGATIONS

12. On or about September 26, 2013, the Plaintiff entered into a purchase agreement to acquire a certain piece of property located at 5015 Adrian Fog Avenue, Las Vegas, Nevada 89141. ("Property").

13. The total purchase price was for Three Hundred and Thirty-Seven Thousand Dollars. (\$337,000.00).

14. The Plaintiff was told that the property had over \$3000 sq. ft in the home.

15. The Plaintiff was informed that the houses selling price was based upon the amount of the square ft. that was in the house.

16. The Plaintiff needed to obtain a loan on the Property to acquire their new residence.

17. The Defendants were retained to do an appraisal on the Property.

18. The Defendants did an appraisal on the Property that was completely wrong. The bottom line is that the Defendants used the wrong model to create their appraisal.

19. The house that was really being purchased by the Plaintiff was a different model and that it was four to five hundred square ft. smaller (400 - 500 sq. ft.).

20. If the appraiser had properly completed his appraisal, he would have determined it was the wrong model and it had fewer square feet. The appraisal would have come in smaller and the Plaintiff would not of qualified for such a large loan. It would have been discovered, they were using the wrong model.

21. The sale would not have been closed and there would be no damages to the Plaintiffs.

22. The problem compounds in this case. The Plaintiffs wanted to refinance the Property.

1 They went to a lender to get the Property refinanced.

2 23. The same appraiser was then retained to do the appraisal.

3 24. The appraiser did the appraisal and made the exact same error twice.

4 25. The Defendants used the wrong model for the same house.

5 26. Twice the Defendants made the same error and did not catch that it was the wrong model.

6 27. As a result of the negligence of the appraiser, the Plaintiff have been damaged and seek
7 compensation for the damage that has been incurred.

8 **FIRST CAUSE OF ACTION**
9 **(Professional Negligence)**

10 28. The Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1
11 through 27 inclusively and incorporates them herein by reference as if fully set forth

12 29. The appraiser came and looked at the Property.

13 30. The appraiser stated the square feet of the gross living area above Grade was 3,002. The
14 floor plan was adequate. There external obsolescence noted and adjusted.

15 31. The appraiser sated "I did analyze the contract for sale for the subject purchase
16 transaction....Arms length sale; analysis of the contract of sale revealed a sale price of
17 \$337,000 which was agreed on 09/26/2013. The contract revealed no seller contributions
18 towards buyers and closing costs."

19 32. The Plaintiff paid for the appraisal.

20 33. The Defendants had a duty to use their professional standard of care in doing the appraisal.

21 34. If the Defendant had used the proper standard of care, they would have learned that they
22 were using the wrong model to do their appraisal. The appraiser went onto the Property
23 and looked at the Property.

24 35. The appraiser stated that the floor plan was adequate. He should have known it was the
25 wrong floor plan.

26 36. The appraisal industry outlines the duty of an appraiser. The Defendants fell below the
27 standard of care.
28

DAVID J. WINTERTON & ASSOCIATES, LTD
1140 No. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317

1 37. As a result, the Defendants were negligent.

2 38. The harm to the Plaintiff was the direct result of the negligence of the Defendants.

3 39. The Plaintiff suffered damages as a result of the action of the Defendants in excess of
4 \$10,000.

5 40. The Plaintiff are entitled to their attorneys fees and costs in having to pursue this matter.

6 41. If the actions are determined to be deliberate, the Plaintiff is entitled to punitive damages.

7 **SECOND CAUSE OF ACTION**

8 **(Third-Party Beneficiary to the Contract)**

9 42. The Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1
10 through 41 inclusively and incorporates them herein by reference as if fully set forth
11 herein.

12 43. Guild Mortgage contracted with the Defendants to do an appraisal of the Property to help
13 the Plaintiff's qualify for a loan.

14 44. There was an offer, acceptance and consideration among the parties. There was a valid
15 contract.

16 45. The purpose of the contract was to help the Plaintiff obtain a loan to acquire the
17 Property and to refinance the Property.

18 46. The purpose was to provide the lender/client with an accurate and adequate support
19 opinion of the market value of the subject property to make a loan to the Plaintiff.

20 47. The Plaintiff would benefit from the appraisal because it would determine the value to
21 see if the Plaintiff would qualify for a loan on that size of Property.

22 48. The appraiser sated "I did analyze the contract for sale for the subject purchase
23 transaction....Arms length sale; analysis of the contract of sale revealed a sale price of
24 \$337,000 which was agreed on 09/26/2013. The contract revealed no seller
25 contributions towards buyers and closing costs."

26 49. The beneficiary to the contract was the Plaintiff in this case.

- 1 50. The Plaintiff even paid for the appraisal.
- 2 51. If the appraisal was done properly, the Plaintiff would have known the value of the
- 3 Property was a lot less than the amount they were seeking to purchase because it was the
- 4 wrong model.
- 5 52. The Plaintiff would have determined there was not enough square ft. to fit the price.
- 6 53. The Plaintiff relied upon the appraisal of the value of the house.
- 7 54. If the Plaintiff had known it was the wrong model and a smaller house, they would have
- 8 never purchased the house.
- 9 55. If the Plaintiff did not purchase the house for that price, they would not have suffered
- 10 the damages that they suffered.
- 11 56. The Plaintiffs have been accordingly damaged and thus entitled to compensation in
- 12 excess of \$50,000.00.
- 13 57. The Plaintiff is entitled to all its attorneys fees and costs in pursuing this legal action.

THIRD CAUSE OF ACTION

(Negligent Misrepresentation)

- 15
- 16 58. The Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1
- 17 through 57 inclusively and incorporates them herein by reference as if fully set forth herein.
- 18 59. The appraiser came and looked at the Property.
- 19 60. The appraiser stated the square feet of the gross living area above grade was 3,002. He
- 20 stated the floor plan was adequate. He stated the external obsolescence noted and adjusted.
- 21 61. The appraiser stated "I did analyze the contract for sale for the subject purchase
- 22 transaction....Arms length sale; analysis of the contract of sale revealed a sale price of
- 23 \$337,000 which was agreed on 09/26/2013. The contract revealed no seller contributions
- 24 towards buyers and closing costs."
- 25 62. The Plaintiff paid for the appraisal.
- 26 63. The Defendants had a duty to use their professional standard of care in doing the appraisal.
- 27
- 28

- 1 64. If the Defendant had used the proper standard of care, they would have learned that they
2 were using the wrong model to do their appraisal. The appraiser went onto the Property
3 and looked at the Property.
4 65. The appraiser stated that the floor plan was adequate. He should have known the floor plan
5 did not match the house.
6 66. The appraisal industry outlines the duty of an appraiser. The Defendants fell below the
7 standard of care.
8 67. As a result, the Defendants were negligent.
9 68. The harm to the Plaintiff was the direct result of the negligence of the Defendants.
10 69. The Plaintiff suffered damages as a result of the action of the Defendants in excess of
11 \$50,000.
12 70. The Plaintiff are entitled to their attorneys fees and costs in having to pursue this matter.
13 71. If the actions are determined to be deliberate, the Plaintiff is entitled to punitive damages.

FOURTH CAUSE OF ACTION

(Breach of Statutory Duty to Disclosure Material Facts)

- 16 72. The Plaintiffs restate and reallege each and every allegation contained in Paragraphs 1
17 through 71 inclusively and incorporates them herein by reference as if fully set forth herein.
18 73. Under NRS 645C.470, an appraiser is to disclose to any person with who he or she is
19 dealing, any material fact or other information he or she knows, or in the exercise of
20 reasonable care and diligence should know, concerning or relating to any real estate he or
21 she appraises, including any interest he or she has in the real estate.
22 74. The appraiser came and looked at the Property.
23 75. The appraiser stated the square feet of the gross living area above Grade was 3,002. This
24 was not correct. Floor plan was adequate. External obsolescence noted and adjusted.

25 ////

26 ////

27 ////

- 1 76. The appraiser sated "I did analyze the contract for sale for the subject purchase
2 transaction....Arms length sale; analysis of the contract of sale revealed a sale price of
3 \$337,000 which was agreed on 09/26/2013. The contract revealed no seller contributions
4 towards buyers and closing costs."
5 77. The Plaintiff paid for the appraisal.
6 78. The Defendants had a duty to use their professional standard of care in doing the appraisal.
7 79. If the Defendant had used the proper standard of care, they would have learned that they
8 were using the wrong model to do their appraisal. The appraiser went onto the Property
9 and looked at the Property.
10 80. The appraiser stated that the floor plan was adequate. He should have known it did not
11 match the house.
12 81. The appraisal industry outlines the duty of an appraiser. The Defendants fell below the
13 standard of care.
14 82. The appraiser should have disclosed the material error if he or she exercises reasonable care
15 and diligence in doing the appraisal.
16 83. As a result, the Defendants were negligent.
17 84. The Defendants breached the statutory duty of the NRS 645C.470.
18 85. The harm to the Plaintiff was the direct result of the negligence of the Defendants.
19 86. The Plaintiff suffered damages as a result of the action of the Defendants in excess of
20 \$50,000.
21 87. The Plaintiff are entitled to their attorneys fees and costs in having to pursue this matter.
22 88. If the actions are determined to be deliberate, the Plaintiff is entitled to punitive damages.

23 ////

24 ////

25 ////

26 ////

27 ////

DAVID J. WINTERTON & ASSOCIATES, LTD
1140 No. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317

1 WHEREFORE, Plaintiffs prays for relief against the Defendants as follows:

2 Plaintiffs prays for relief for the first cause of action and several causes of action as follows:

- 3 1. That Plaintiffs be awarded damages in excess of \$50,000;
- 4 2. That Plaintiffs be paid interest;
- 5 3. That Plaintiffs be awarded punitive damages if applicable;
- 6 4. For attorneys fees and costs in bringing this action;
- 7 5. For such other relief as the court deems just and proper.

8 DATED this 3 day of October, 2015.

9 Submitted by:

10 DAVID J. WINTERTON & ASSOC., LTD.

11 By: 

12 David J. Winterton, Esq.

13 Nevada Bar No. 004142

14 1140 No. Town Center Drive, Suite 120

15 Las Vegas, Nevada 89144

16 Attorney for Plaintiffs

17
18
19
20
21
22
23
24
25
26
27 LADJW\8680#1_Boesiger\collection.cmp.wpd


CLERK OF THE COURT

1 **ANS**
2 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.
3 JOSEPH P. GARIN, ESQ. (NV Bar No. 6653)
4 STEPHEN G. KEIM, ESQ. (NV Bar NO. 11621)
5 9900 Covington Cross Drive, Ste. 120
6 Las Vegas, Nevada 89144
7 (702) 382-1500 phone
8 (702) 382-1512 fax
9 lgarin@lipsonneilson.com
10 skeim@lipsonneilson.com

11 *Attorneys for Defendants Desert Appraisals, LLC*
12 *and Travis T. Gliko*

13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 JAMES A. BOESIGER, an individual,
16 MARIA S. BOESIGER, an individual,

17 Plaintiffs,

18 vs.

19 DESERT APPRAISALS, LLC, a Nevada
20 Limited-Liability Company, TRAVIS T.
21 GLIKO, an individual; DOES I-X, inclusive;
22 ROE CORPORATIONS XI-XX, inclusive,

23 Defendants.

CASE NO.: A-15-725567-C
DEPT. NO.: IX

DESERT APPRAISALS, LLC AND
TRAVIS T. GLIKO'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' COMPLAINT

24 Defendants Desert Appraisals, LLC and Travis T. Gliko ("Defendants"), by and through
25 their attorneys of record, the Law Office of LIPSON, NEILSON, COLE, SELTZER & GARIN,
26 P.C., submit their Answer and Affirmative Defenses to Plaintiffs' Complaint as follows:

NATURE OF ACTION

27 1. In answering paragraph 1 of the Complaint, Defendants neither admit or deny
28 the allegations contained therein for the reason that Defendants are without knowledge or
information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
their proof.

\\

\\

\\

\\

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Fax: (702) 382-5152

JURISDICTION AND VENUE

2. In answering paragraph 2 of the Complaint, Defendants neither admit or deny the allegations contained therein for the reason that Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

3. In answering paragraph 3 of the Complaint, Defendants neither admit or deny the allegations contained therein for the reason that Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

4. In answering paragraph 4 of the Complaint, Defendants neither admit or deny the allegations contained therein for the reason that Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

PARTIES

5. In answering paragraph 5 of the Complaint, Defendants neither admit or deny the allegations contained therein for the reason that Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

6. In answering paragraph 6 of the Complaint, Defendants neither admit or deny the allegations contained therein for the reason that Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

7. In answering paragraph 7 of the Complaint, Defendants neither admit or deny the allegations contained therein for the reason that Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

8. In answering paragraph 8 of the Complaint, Defendants admit the allegations contained therein.

1 9. In answering paragraph 9 of the Complaint, Defendants admit the allegations
2 contained therein.

3 10. In answering paragraph 10 of the Complaint, Defendants neither admit or deny
4 the allegations contained therein for the reason that Defendants are without knowledge or
5 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
6 their proof.

7 11. In answering paragraph 11 of the Complaint, Defendants neither admit or deny
8 the allegations contained therein for the reason that Defendants are without knowledge or
9 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
10 their proof.

11 **GENERAL ALLEGATIONS**

12 12. In answering paragraph 12 of the Complaint, the document referenced by
13 Plaintiffs is the best evidence and speaks for itself, therefore, no response is required. To the
14 extent a response is required, Defendants neither admit or deny the remaining allegations
15 contained therein for the reason that Defendants are without knowledge or information
16 sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to their proof.

17 13. In answering paragraph 13 of the Complaint, the document referenced by
18 Plaintiffs speaks for itself, therefore, no response is required. To the extent a response is
19 required, Defendants neither admit or deny the remaining allegations contained therein for the
20 reason that Defendants are without knowledge or information sufficient to form a belief as to
21 the truth of the allegations and leave Plaintiffs to their proof.

22 14. In answering paragraph 14 of the Complaint, Defendants neither admit or deny
23 the allegations contained therein for the reason that Defendants are without knowledge or
24 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
25 their proof.

26 \ \ \

27 \ \ \

28 \ \ \

1 15. In answering paragraph 15 of the Complaint, Defendants neither admit or deny
2 the allegations contained therein for the reason that Defendants are without knowledge or
3 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
4 their proof.

5 16. In answering paragraph 16 of the Complaint, Defendants neither admit or deny
6 the allegations contained therein for the reason that Defendants are without knowledge or
7 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
8 their proof.

9 17. In answering paragraph 17 of the Complaint, Defendants admit the allegations
10 contained therein.

11 18. In answering paragraph 18 of the Complaint, Defendants deny the allegations
12 contained therein.

13 19. In answering paragraph 19 of the Complaint, Defendants deny the allegations
14 contained therein.

15 20. In answering paragraph 20 of the Complaint, Defendants deny the allegations
16 contained therein.

17 21. In answering paragraph 21 of the Complaint, Defendants deny the allegations
18 contained therein.

19 22. In answering paragraph 22 of the Complaint, Defendants deny the allegations
20 contained therein.

21 23. In answering paragraph 23 of the Complaint, Defendants deny the allegations
22 contained therein.

23 24. In answering paragraph 24 of the Complaint, Defendants deny the allegations
24 contained therein.

25 25. In answering paragraph 25 of the Complaint, Defendants deny the allegations
26 contained therein.

27 26. In answering paragraph 26 of the Complaint, Defendants deny the allegations
28 contained therein.

1 27. In answering paragraph 27 of the Complaint, Defendants deny the allegations
2 contained therein.

3 **FIRST CAUSE OF ACTION**
4 **(Professional Negligence)**

5 28. In answering paragraph 28 of the Complaint, Defendants incorporate and
6 re-assert all admissions, denials, and allegations contained in previous paragraphs as if fully
7 set forth herein.

8 29. In answering paragraph 29 of the Complaint, Defendants admit the allegations
9 contained therein.

10 30. In answering paragraph 30 of the Complaint, to the extent that Plaintiffs'
11 allegations purport to recite written documents, the documents are the best evidence and
12 speak for themselves. To the extent the allegations are inconsistent with the documents,
13 Defendants deny the allegations contained therein.

14 31. In answering paragraph 31 of the Complaint, to the extent that Plaintiffs'
15 allegations purport to recite written documents, the documents are the best evidence and
16 speak for themselves. To the extent the allegations are inconsistent with the documents,
17 Defendants deny the allegations contained therein.

18 32. In answering paragraph 32 of the Complaint, Defendants neither admit or deny
19 the allegations contained therein for the reason that Defendants are without knowledge or
20 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
21 their proof.

22 33. In answering paragraph 33 of the Complaint, Defendants admit only to those
23 legal duties imposed by law, under the circumstances of this case, and to no others.

24 34. In answering paragraph 34 of the Complaint, Defendants deny the allegations
25 contained therein.

26 35. In answering paragraph 35 of the Complaint, Defendants deny the allegations
27 contained therein.

28 ///

1 36. In answering paragraph 36 of the Complaint, Defendants deny the allegations
2 contained therein.

3 37. In answering paragraph 37 of the Complaint, Defendants deny the allegations
4 contained therein.

5 38. In answering paragraph 38 of the Complaint, Defendants deny the allegations
6 contained therein.

7 39. In answering paragraph 39 of the Complaint, Defendants deny the allegations
8 contained therein.

9 40. In answering paragraph 40 of the Complaint, Defendants deny the allegations
10 contained therein.

11 41. In answering paragraph 41 of the Complaint, Defendants deny the allegations
12 contained therein.

13 **SECOND CAUSE OF ACTION**
(Third-Party Beneficiary to the Contract)

14 42. In answering paragraph 42 of the Complaint, Defendants incorporate and
15 re-assert all admissions, denials, and allegations contained in previous paragraphs as if fully
16 set forth herein.

17 43. In answering paragraph 43 of the Complaint, Defendants deny the allegations
18 contained therein.

19 44. In answering paragraph 44 of the Complaint, Defendants neither admit or deny
20 the allegations contained therein for the reason that Defendants are without knowledge or
21 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
22 their proof.

23 45. In answering paragraph 45 of the Complaint, Defendants deny the allegations
24 contained therein.

25 46. In answering paragraph 46 of the Complaint, Defendants neither admit or deny
26 the allegations contained therein for the reason that Defendants are without knowledge or
27 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
28 their proof.

1 47. In answering paragraph 47 of the Complaint, Defendants neither admit or deny
2 the allegations contained therein as the allegations relate to an entity other than this answering
3 Defendant and this answering Defendants are without knowledge or information to form a
4 belief as to the truth of the allegation and leaves Plaintiffs to their proof.

5 48. In answering paragraph 48 of the Complaint, to the extent Plaintiff purports to
6 reference a written document, the written document is the best evidence and speaks for itself.
7 To the extent the allegations are inconsistent with the documents, those allegations are
8 denied.

9 49. In answering paragraph 49 of the Complaint, Defendants deny the allegations
10 contained therein.

11 50. In answering paragraph 50 of the Complaint, Defendants neither admit or deny
12 the allegations contained therein for the reason that Defendants are without knowledge or
13 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
14 their proof.

15 51. In answering paragraph 51 of the Complaint, Defendants deny the allegations
16 contained therein.

17 52. In answering paragraph 52 of the Complaint, Defendants deny the allegations
18 contained therein.

19 53. In answering paragraph 53 of the Complaint, Defendants neither admit or deny
20 the allegations contained therein as the allegations relate to an entity other than this answering
21 Defendant and this answering Defendants are without knowledge or information to form a
22 belief as to the truth of the allegation and leaves Plaintiffs to their proof.

23 54. In answering paragraph 54 of the Complaint, Defendants deny the allegations
24 contained therein.

25 55. In answering paragraph 55 of the Complaint, Defendants deny the allegations
26 contained therein.

27 56. In answering paragraph 56 of the Complaint, Defendants deny the allegations
28 contained therein.

1 57. In answering paragraph 57 of the Complaint, Defendants deny the allegations
2 contained therein.

3 **THIRD CAUSE OF ACTION**
4 **(Negligent Misrepresentation)**

5 58. In answering paragraph 58 of the Complaint, Defendants incorporate and
6 re-assert all admissions, denials, and allegations contained in previous paragraphs as if fully
7 set forth herein.

8 59. In answering paragraph 59 of the Complaint, Defendants admit the allegations
9 contained therein.

10 60. In answering paragraph 60 of the Complaint, to the extent Plaintiff purports to
11 reference a written document, the written document is the best evidence and speaks for itself.
12 To the extent the allegations are inconsistent with the documents, those allegations are
13 denied.

14 61. In answering paragraph 61 of the Complaint, to the extent Plaintiff purports to
15 reference a written document, the written document is the best evidence and speaks for itself.
16 To the extent the allegations are inconsistent with the documents, those allegations are
17 denied.

18 62. In answering paragraph 62 of the Complaint, Defendants neither admit or deny
19 the allegations contained therein for the reason that Defendants are without knowledge or
20 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
21 their proof.

22 63. In answering paragraph 63 of the Complaint, Defendants admit only to those
23 legal duties imposed by law, under the circumstances of this case, and to no others.

24 64. In answering paragraph 64 of the Complaint, Defendants deny the allegations
25 contained therein.

26 65. In answering paragraph 65 of the Complaint, Defendants deny the allegations
27 contained therein.

28 ///

1 66. In answering paragraph 66 of the Complaint, Defendants deny the allegations
2 contained therein.

3 67. In answering paragraph 67 of the Complaint, Defendants deny the allegations
4 contained therein.

5 68. In answering paragraph 68 of the Complaint, Defendants deny the allegations
6 contained therein.

7 69. In answering paragraph 69 of the Complaint, Defendants deny the allegations
8 contained therein.

9 70. In answering paragraph 70 of the Complaint, Defendants deny the allegations
10 contained therein.

11 71. In answering paragraph 71 of the Complaint, Defendants deny the allegations
12 contained therein.

13 **FOURTH CAUSE OF ACTION**
14 **(Breach of Statutory Duty to Disclosure Material Facts)**

15 72. In answering paragraph 72 of the Complaint, Defendants incorporate and
16 re-assert all admissions, denials, and allegations contained in previous paragraphs as if fully
17 set forth herein.

18 73. In answering paragraph 73 of the Complaint, to the extent that Plaintiffs'
19 allegations purport to recite to Nevada statutes, the statutes are the best evidence and speak
20 for themselves. To the extent the allegations are inconsistent with the statutes, those
21 allegations are denied.

22 74. In answering paragraph 74 of the Complaint, Defendants admit the allegations
23 contained therein.

24 75. In answering paragraph 75 of the Complaint, to the extent Plaintiff purports to
25 reference a written document, the written document is the best evidence and speaks for itself.
26 To the extent the allegations are inconsistent with the documents, those allegations are
27 denied.

28 ///

1 76. In answering paragraph 76 of the Complaint, to the extent Plaintiff purports to
2 reference a written document, the written document is the best evidence and speaks for itself.
3 To the extent the allegations are inconsistent with the documents, those allegations are
4 denied.

5 77. In answering paragraph 77 of the Complaint, Defendants neither admit or deny
6 the allegations contained therein for the reason that Defendants are without knowledge or
7 information sufficient to form a belief as to the truth of the allegations and leave Plaintiffs to
8 their proof.

9 78. In answering paragraph 78 of the Complaint, Defendants admit only to those
10 legal duties imposed by law, under the circumstances of this case, and to no others.

11 79. In answering paragraph 79 of the Complaint, Defendants deny the allegations
12 contained therein.

13 80. In answering paragraph 80 of the Complaint, Defendants deny the allegations
14 contained therein.

15 81. In answering paragraph 81 of the Complaint, Defendants deny the allegations
16 contained therein.

17 82. In answering paragraph 82 of the Complaint, Defendants deny the allegations
18 contained therein.

19 83. In answering paragraph 83 of the Complaint, Defendants deny the allegations
20 contained therein.

21 84. In answering paragraph 84 of the Complaint, Defendants deny the allegations
22 contained therein.

23 85. In answering paragraph 85 of the Complaint, Defendants deny the allegations
24 contained therein.

25 86. In answering paragraph 86 of the Complaint, Defendants deny the allegations
26 contained therein.

27 ///

28 ///

1 **AFFIRMATIVE DEFENSES**

2 Desert Appraisals, LLC and Travis T. Gliko ("Defendants"), by and through their
3 attorneys of record, the Law Office of LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.,
4 submit their Affirmative Defenses to Plaintiffs' Complaint as follows:

5 **First Affirmative Defense**

6 Plaintiffs fail to state a claim against Defendant upon which relief may be granted.

7 **Second Affirmative Defense**

8 Plaintiffs fail to mitigate damages, if any.

9 **Third Affirmative Defense**

10 Plaintiffs' claims are barred in whole or in part by the Doctrine of Laches.

11 **Fourth Affirmative Defense**

12 Plaintiffs' claims are barred in whole or in part by the Doctrine of Unclean Hands.

13 **Fifth Affirmative Defense**

14 Defendants were not the proximate cause of Plaintiffs' alleged damages.

15 **Sixth Affirmative Defense**

16 Defendants assert an affirmative defense that Plaintiffs' alleged damages may have
17 been caused or contributed to by the acts or omissions of Plaintiffs and/or other persons or
18 parties, including Plaintiffs, thereby eliminating or reducing liability of these answering
19 Defendants under comparative fault principles.

20 **Seventh Affirmative Defense**

21 Plaintiffs are barred from asserting any claim against these answering Defendants
22 because the alleged injuries and damage, if any, were the result of intervening, superseding
23 conduct, omissions and/or actions by others, including Plaintiffs.

24 **Eighth Affirmative Defense**

25 Plaintiffs have not suffered a cognizable legal injury.

26 **Ninth Affirmative Defense**

27 Defendants employed the services of an attorney to defend this action and should be
28 allowed a reasonable sum for attorneys' fees with associated costs incurred in this action.

Tenth Affirmative Defense

Defendants did not make a false material representation of fact and, if they did make a false material representation, which Defendants deny, they did not make it with the intent to deceive or induce Plaintiffs to act in reliance.

Eleventh Affirmative Defense

Defendants were not negligent and their conduct did not fall below the standard of care.

Twelfth Affirmative Defense

Defendants deny each and every allegation of the Complaint, as well as Plaintiffs' prayer for relief, not specifically admitted or otherwise pled to herein.

Thirteenth Affirmative Defense

There is no causal connection between Defendants' actions and/or alleged inactions and Plaintiffs' alleged damages, if any.

Fourteenth Affirmative Defense

Plaintiffs' claims are barred by the applicable statute of limitations.

Fifteenth Affirmative Defense

Defendants performed accurate measurements of the subject property.

Sixteenth Affirmative Defense

Defendants' appraisal of the subject property was reasonable.

Seventeenth Affirmative Defense

Defendants' appraisal of the subject property was fair.

Eighteenth Affirmative Defense

Defendants' appraisal was reviewed and approved by the lender.

Nineteenth Affirmative Defense.

The subject property was a model home and contained many upgrades. Thus, it was unique to the community.

Twentieth Affirmative Defense

Pursuant to NRCP 8 and 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Fax: (702) 382-5152

1 filing of this Answer to the Complaint, and Defendants reserve the right to amend their Answer
2 to allege additional affirmative defenses as subsequent investigation warrants.

3 WHEREFORE, Defendants pray for judgment as follows:

4 1. That the Court find no cause of action in favor of Plaintiffs and that Plaintiffs take
5 nothing based on the allegations in their Complaint;

6 2. That the Complaint be dismissed with prejudice;

7 3. That the Court award Defendants' reasonable attorneys' fees and costs of suit;
8 and

9 4. For such other and further relief as this Court may deem just and proper.

10 DATED this 21st day of March, 2016.

11 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

12 By: 

13 JOSEPH P. GARIN, ESQ. (NV Bar No. 6653)
14 STEPHEN G. KEIM, ESQ. (NV Bar No. 11621)
15 9900 Covington Cross Drive, Ste. 120
16 Las Vegas, Nevada 89144
17 (702) 382-1500 -phone
18 (702) 382-1512- fax
19 jgarin@lipsonneilson.com
20 sanderson@lipsonneilson.com

21 Attorneys for Defendants *Desert Appraisals, LLC* and
22 *Travis Gliko*

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Fax: (702) 382-5152

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of March, 2016, service of the foregoing **DESERT APPRAISALS, LLC AND TRAVIS T. GLIKO'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS' COMPLAINT** was made pursuant to NRCP 5(b) and Administrative Order 14-2, electronically transmitted to the Clerk's Office using the Odyssey E-File & Serve system for filing and transmittal to the following Odyssey E-file & Serve registrants:

David J. Winterton, Esq.
Tennille K. Pereira, Esq.
DAVID J. WINTERTON & ASSOC.
1140 N. Town Center Dr., Ste. 120
Las Vegas, NV 89144
david@davidwinterton.com
tenille@davidwinterton.com
Attorneys for Plaintiffs



An Employee of
LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Fax: (702) 382-5152

1 **IAFD**

2 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

3 JOSEPH P. GARIN, ESQ. (NV Bar No. 6653)

4 STEPHEN G. KEIM, ESQ. (NV Bar NO. 11621)

5 9900 Covington Cross Drive, Ste. 120

6 Las Vegas, Nevada 89144

7 (702) 382-1500 phone

8 (702) 382-1512 fax

9 igarin@lipsonneilson.com

10 skeim@lipsonneilson.com

11 *Attorneys for Defendants Desert Appraisals, LLC*
12 *and Travis T. Gliko*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 JAMES A. BOESIGER, an individual,

16 MARIA S. BOESIGER, an individual,

17 Plaintiffs,

18 vs.

19 DESERT APPRAISALS, LLC, a Nevada

20 Limited-Liability Company, TRAVIS T.

21 GLIKO, an individual; DOES I-X, inclusive;

22 ROE CORPORATIONS XI-XX, inclusive,

23 Defendants.

CASE NO.: A-15-725567-C

DEPT. NO.: IX

INITIAL APPEARANCE FEE
DISCLOSURE

24 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted
25 for parties appearing in the above entitled action as indicated below:

26 Defendant, DESERT APPRAISALS, LLC: \$ 223.00

27 Additional Defendant, TRAVIS T. GLIKO: 30.00

28 TOTAL REMITTED: \$ 253.00

DATED this 21st day of March, 2016.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: _____

JOSEPH P. GARIN, ESQ. (NV Bar No. 6653)

STEPHEN G. KEIM, ESQ. (NV Bar No. 11621)

9900 Covington Cross Drive, Ste. 120

Las Vegas, Nevada 89144

(702) 382-1500 -phone

(702) 382-1512- fax

Attorneys for Defendants *Desert Appraisals, LLC and*
Travis Gliko

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Fax: (702) 382-5152

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of March, 2016, service of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE** was made pursuant to NRCP 5(b) and Administrative Order 14-2, electronically transmitted to the Clerk's Office using the Odyssey E-File & Serve system for filing and transmittal to the following Odyssey E-file & Serve registrants:

David J. Winterton, Esq.
Tennille K. Pereira, Esq.
DAVID J. WINTERTON & ASSOC.
1140 N. Town Center Dr., Ste. 120
Las Vegas, NV 89144
david@davidwinterton.com
tenille@davidwinterton.com
Attorneys for Plaintiffs



An Employee of
LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

Electronically Filed
5/16/2017 3:37 PM
Steven D. Grierson
CLERK OF THE COURT



LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.
JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
ERIC N. TRAN, ESQ.
Nevada Bar No. 11876
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Phone
(702) 382-1512 - Fax
jgarin@lipsonneilson.com
etran@lipsonneilson.com
Attorneys for Defendants
Dessert Appraisals, LLC and Travis T. Gliko

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES A. BOESIGER, an individual;
MARIA S. BOESIGER, an individual,

Plaintiffs,

vs.

DESERT APPRAISALS, LLC, a Nevada
Limited-Liability Company; TRAVIS T.
GLIKO, an individual; DOES I-X, inclusive;
ROE CORPORATIONS XI-XX, inclusive.

Defendants.

Case No.: A-15-725567-C

Dept. No.: IX

**DEFENDANTS' MOTION TO STRIKE
PLAINTIFFS' DESIGNATED EXPERT
CRAIG JIU**

[DISCOVERY COMMISSIONER]

Date:
Time:

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 Defendants Dessert Appraisals, LLC and Travis T. Gliko, by and through their
2 attorneys of record LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C. hereby
3 submits this Motion to Strike Plaintiffs' Designated Expert Craig Jiu. This Motion is
4 made and based on the following Memorandum of Points and Authorities and the
5 Declaration of Eric N. Tran.

6 DATED this 16th day May, 2017.

7
8 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

9
10 By: /s/ Eric Tran

11 JOSEPH P. GARIN, ESQ.
12 Nevada Bar No. 6653
13 ERIC N. TRAN, ESQ.
14 Nevada Bar No. 11876
15 9900 Covington Cross Drive, Suite 120
16 Las Vegas, NV 89144

17 Attorney for Defendants Dessert Appraisals, LLC
18 and Travis T. Gliko
19
20
21
22
23
24
25
26
27
28

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

NOTICE OF MOTION

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that counsel for Defendants Dessert Appraisals, LLC and Travis T. Gliko will bring the foregoing **DEFENDANTS' MOTION TO STRIKE PLAINTIFFS' DESIGNATED EXPERT CRAIG JIU** on for hearing before the above-entitled Court, on the 16 day of JUNE, 2017, at the hour of 9:00A, ____m. in Department IX, at the Reginal Justice Center, 200 Lewis Ave, Las Vegas, NV 89101, or as soon thereafter as counsel may be heard.

DATED this 16th day May, 2017.

LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

By: /s/ Eric Tran

JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
ERIC N. TRAN, ESQ.
Nevada Bar No. 11876
9900 Covington Cross Drive, Suite 120
Las Vegas, NV 89144
*Attorney for Defendants Dessert Appraisals, LLC
and Travis T. Gliko*

1 **DECLARATION OF ERIC N TRAN IN SUPPORT OF DEFENDANTS' MOTION TO**
2 **STRIKE PLAINTIFFS' DESIGNATED EXPERT CRAIG JIU**

3 Declarant, ERIC N. TRAN, being first duly sworn, deposes and states as follows:

4 1) I am an attorney duly licensed to practice law in the State of Nevada.

5 2) I am an associate attorney at the Las Vegas office of Lipson, Neilson,
6 Cole, Seltzer & Garin, P.C.

7 3) On July 29, 2016, Plaintiffs served their "Designation of Expert Witness
8 Craig Jiu." See Exhibit A. The Designation was one page long and completely failed to
9 comply with the requirements of NRCP 16.1(a)(2). For example, the Designation did
10 not contain a report of any opinions and the basis and reasons therefore. The
11 Designation did not contain the data or other information relied on by Craig Jiu. The
12 Designation did not contain any exhibits to be used as a summary of or support for the
13 opinions. The Designation did not contain the qualifications of Craig Jiu. The
14 Designation did not include a list of all publications authored by the witness within the
15 preceding 10 years. The Designation did not contain the compensation to be paid for
16 the study and testimony. The Designation also did not contain a listing of any other
17 cases in which the witness has testified as an expert at trial or by deposition within the
18 preceding four years.

19 4) On April 21, 2017, I spoke with Plaintiffs' counsel, David Winterton and
20 informed him of the deficiencies in his "Designation of Expert Witness Craig Jiu." See
21 **Exhibit B**. Mr. Winterton then informed me that he would serve his withdrawal of his
22 expert by April 26, 2017.

23 5) As of today's date, I have not heard back from Mr. Winterton and Mr.
24 Winterton has failed to serve his withdrawal of his expert witness Craig Jiu.

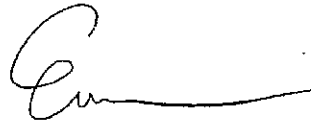
25 ///

26 ///

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 6) I declare under penalty of perjury under the laws of the State of Nevada
2 that the foregoing is true and correct.

3 Executed this 16th day of May, 2017

4
5 

6 _____
7 ERIC N. TRAN
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

NRCP 16.1(a)(2) provides that an expert disclosure must "be accompanied by a written report prepared and signed by the witness . . . The report shall contain a complete statement of all opinions to be expressed and the basis and reasons therefor; the data or other information considered by the witness in forming the opinions; any exhibits to be used as a summary of or support for the opinions; the qualifications of the witness, including a list of all publications authored by the witness within the preceding 10 years; the compensation to be paid for the study and testimony; and a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years."

Here, Plaintiffs' expert designation completely fails to comply with any of the requirements NRCP 16.1(a)(2) as it is a one page document that only identifies the name of Plaintiffs' alleged expert as Craig Jiu. See Exhibit A. For example, the Designation did not contain a report of any opinions and the basis and reasons therefore. The Designation did not contain the data or other information relied on by Craig Jiu. The Designation did not contain any exhibits to be used as a summary of or support for the opinions. The Designation did not contain the qualifications of Craig Jiu. The Designation did not include a list of all publications authored by the witness within the preceding 10 years. The Designation did not contain the compensation to be paid for the study and testimony. The Designation also did not contain a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years.

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 Because Plaintiffs failed to comply with NRCP 16.1(a)(2), Plaintiffs' expert
2 disclosure should be stricken and Plaintiffs should not be permitted to call Craig Jiu as
3 an expert witness in this matter.

4 Based on the foregoing, Defendants request that this Court Strike Plaintiffs'
5 expert disclosure.
6

7 Dated this 16th day of May, 2017.

8 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

9 */s/ Eric Tran*

10 By: _____

11 JOSEPH P. GARIN, ESQ.

12 Nevada Bar No. 6653

13 ERIC N. TRAN, ESQ.

14 Nevada Bar No. 11876

15 9900 Covington Cross Drive, Suite 120

16 Las Vegas, NV 89144

17 *Attorney for Defendants Dessert Appraisals, LLC*
18 *and Travis T. Gliko*

Lipson, Neilson, Cole, Seltzer & Garin, P.C.

9900 Covington Cross Drive, Suite 120

Las Vegas, Nevada 89144

(702) 382-1500 FAX: (702) 382-1512

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service of the foregoing **DEFENDANTS' MOTION TO STRIKE PLAINTIFFS' DESIGNATED EXPERT CRAIG JIU**, was made this 16th day of May, 2017 by electronic service on the parties registered to receive such service via Wiznet/Odyssey and by placing a true and correct copy of the same in the U.S. mail, postage prepaid and addressed as follows:

David J. Winterton, Esq.
DAVID J. WINTERTON & ASSOC.
1140 N. Town Center Dr., Ste. 120
Las Vegas, NV 89144
david@davidwinterton.com
Attorneys for Plaintiffs

/s/ Kim Glad

An Employee of LIPSON, NEILSON, COLE,
SELTZER & GARIN, P.C.

EXHIBIT A

1 DAVID J. WINTERTON, ESQ.
Nevada Bar No. 004142
2 DAVID J. WINTERTON & ASSOCIATES, LTD.
1140 N. Town Center Drive, Suite 120
3 Las Vegas, Nevada 89144
Phone: (702) 363-0317
4 Facsimile: (702) 363-1630
Email: david@davidwinterton.com
5 Attorneys for Plaintiffs

6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 JAMES A. BOESIGER, an individual,
9 MARIA S. BOESIGER, an individual
10 Plaintiffs,

Case No.: Case No. A-15-725567-C

11 vs.

12 DESERT APPRAISALS, LLC a Nevada
Limited-Liability Company, TRAVIS T.
13 GLIKO, an individual; DOES I-X inclusive
ROE CORPORATIONS XI-XX inclusive


14 Defendants.

[Arbitration Exempt - amount of damages
in excess of \$50,000.00]

15 **DESIGNATION OF EXPERT WITNESS CRAIG JIU**

16 COMES NOW, Plaintiffs, by and through their counsel, David J. Winterton & Associates,
17 hereby files this Designation of Craig E. Jiu. He is designated to discuss the errors in the appraisal
18 of the Defendant in this case. The report shall contain a complete statement of all opinions to be
19 expressed and the basis and reasons therefor. Attached is also the data or other information
20 considered by the witness in forming the opinions.
21

22 Dated this 27 day of July, 2016.

23 DAVID J. WINTERTON & ASSOC., LTD.

24 DAVID J. WINTERTON, ESQ.
Nevada Bar No. 004142
25 DAVID J. WINTERTON & ASSOC., LTD.
1140 N. Town Center Drive, Suite 120
26 Las Vegas, Nevada 89144
27
28

DAVID J. WINTERTON & ASSOCIATES, LTD.
1140 N. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317

EXHIBIT B

Eric Tran

From: Eric Tran
Sent: Friday, April 21, 2017 9:02 AM
To: 'David Winterton'
Cc: Kim Glad; Ashley Scott-Johnson; Darnell Lynch; Joe Garin
Subject: RE: Boesinger v. Desert Appraisal.

David,

There is a typo on my last email. Per our conversation, you will serve your official withdrawal of your expert Craig Jiu by next Wednesday **APRIL 26, 2017**.

Eric Tran

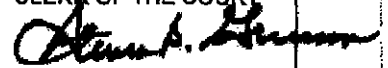
From: Eric Tran
Sent: Friday, April 21, 2017 8:52 AM
To: 'David Winterton' <david@davidwinterton.com>
Cc: Kim Glad <kglad@lipsonneilson.com>; Ashley Scott-Johnson <AScott-Johnson@lipsonneilson.com>; Darnell Lynch <DLynch@lipsonneilson.com>; Joe Garin <JGarin@lipsonneilson.com>
Subject: Boesinger v. Desert Appraisal.

Mr. Winterton,

Per our conversation today, you agreed that you will be withdrawing your July 29, 2016 designation of Craig Jiu as your expert in this case. You also stated that you will be serving your official withdrawal of your expert by next Wednesday July 26, 2017.

Thank you

Eric Tran



1 DAVID J. WINTERTON, ESQ.
Nevada Bar No. 004142
2 DAVID J. WINTERTON & ASSOCIATES, LTD.
1140 N. Town Center Drive, Suite 120
3 Las Vegas, Nevada 89144
Phone: (702) 363-0317
4 Facsimile: (702) 363-1630
Email: david@davidwinterton.com
5 Attorneys for Plaintiffs

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 JAMES A. BOESIGER, an individual,
9 MARIA S. BOESIGER, an individual

Case No.: Case No. A-15-725567-C

10 Plaintiffs,

11 vs.

12 DESERT APPRAISALS, LLC a Nevada
Limited-Liability Company, TRAVIS T.
13 GLIKO, an individual; DOES I-X inclusive
ROE CORPORATIONS XI-XX inclusive

14 Defendants.

[Arbitration Exempt - amount of damages
in excess of \$50,000.00]

15 **WITHDRAW OF DESIGNATION OF EXPERT WITNESS CRAIG JIU**

16 COMES NOW, Plaintiffs, by and through their counsel, David J. Winterton & Associates,
17 hereby files this Withdraw of Designation of Expert Witness of Craig E. Jiu.

18 Dated this 20th day of May, 2017.

19 DAVID J. WINTERTON & ASSOC. LTD.

20 
21 DAVID J. WINTERTON, ESQ.

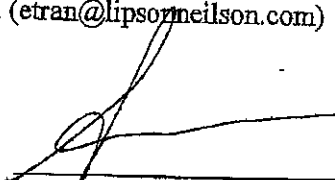
22 Nevada Bar No. 004142
23 1140 N. Town Center Drive, Suite 120
24 Las Vegas, Nevada 89144

DAVID J. WINTERTON & ASSOCIATES, LTD
1140 No. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served via Electronic Service the foregoing
WITHDRAW OF DESIGNATION OF EXPERT WITNESS CRAIG JIU on the 22nd day of May,
2017 addressed as follows:

Eric Tran, Esq.
LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.
Nevada Bar N. 011876
9900 Covington Cross Drive, Ste. 120
Las Vegas, Nevada 89144
Eric N. Tran . (etran@lipsoneilson.com)



Employee of DAVID J. WINTERTON & ASSOC., LTD.

DAVID J. WINTERTON & ASSOCIATES, LTD
1140 No. Town Center Drive, Suite 120
Las Vegas, Nevada 89144
Phone: (702) 363-0317

I:\DJW\8680#1_Boesiger\withdraw.expert.designation.wpd



LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.
JOSEPH P. GARIN, ESQ.
Nevada Bar No. 6653
ERIC N. TRAN, ESQ.
Nevada Bar No. 11876
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 - Phone
(702) 382-1512 - Fax
jgarin@lipsonneilson.com
etran@lipsonneilson.com

Attorneys for Defendants

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JAMES A. BOESIGER, an individual,
MARIA S. BOESIGER, an individual,

Plaintiffs,

vs.

DESERT APPRAISALS, LLC, a Nevada
Limited-Liability Company, TRAVIS T.
GLIKO, an individual; DOES I-X, inclusive;
ROE CORPORATIONS XI-XX, inclusive.

Defendants.

Case No.: A-15-725567-C
Dept. No. 24

**DEFENDANTS DESERT APPRAISALS,
LLC AND TRAVIS GLIKO'S MOTION
FOR SUMMARY JUDGMENT**

Date:
Time:

Defendants Desert Appraisals, LLC and Travis T. Gliko, by and through their
attorneys of record LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C. hereby
submits this Motion for Summary Judgement on Plaintiffs' Complaint.

///

///

///

///

///

///

///

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 This Motion is made and based upon the following Memorandum of Points and
2 Authorities, the papers and pleadings on file, and any oral arguments that this Court
3 may entertain.

4 DATED this 25th day of October, 2017.

5 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

6 /s/ Eric N. Tran

7 By:

8 JOSEPH P. GARIN, ESQ. (Bar No. 6653)
9 ERIC N. TRAN, ESQ. (Bar No. 11876)
10 9900 Covington Cross Drive, Suite 120
11 Las Vegas, Nevada 89144

12 Attorneys for Defendants

13 **NOTICE OF MOTION**

14 TO: ALL INTERESTED PARTIES AND THEIR RESPECTIVE COUNSEL

15 PLEASE TAKE NOTICE that Defendants Travis Gliko and Desert Appraisals'
16 Motion for Summary Judgment will come on for hearing before the above-entitled Court
17 on the **05** day of **Dec.**, 2017 in in Dept. XXIV at **9:00am** or as soon
18 thereafter as counsel may be heard.

19 DATED this 25th day October, 2017.

20 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

21 /s/ Eric N. Tran

22 By:

23 JOSEPH P. GARIN, ESQ. (Bar No. 6653)
24 ERIC N. TRAN, ESQ. (Bar No. 11876)
25 9900 Covington Cross Drive, Suite 120
26 Las Vegas, Nevada 89144

27 Attorneys for Defendants

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Summary Judgment should be granted in favor of Defendants Desert Appraisal, LLC and Travis Gliko (collectively referred to as "Defendants") against Plaintiffs Maria and James Boesiger's (collectively referred to as "Plaintiffs") Complaint as a matter of law. Plaintiffs' Complaint against Defendants alleges that Defendants committed professional negligence when Defendants improperly conducted an appraisal of Plaintiffs' Property. Because Plaintiffs allege professional negligence, Plaintiffs were required to designate an expert to establish the standard of care, and breach of that standard of care. Plaintiffs however, failed to designate an expert to support their claim for professional negligence. Thus, Plaintiffs will not be able to establish their claim for professional negligence as a matter of law.

Consequently, because Plaintiffs' claims for negligent misrepresentation, and breach of statutory duty to disclose material facts are all premised on their professional negligence claim, these derivative claims also fails as a matter of law. Finally, Plaintiffs' cause of action for breach of the third-party beneficiary contract fails as a matter of law because Plaintiffs were not intended beneficiaries under Defendants' appraisal report.

II. UNDISPUTED FACTUAL BACKGROUND

On September 26, 2013, Plaintiffs entered into a Purchase Agreement to purchase real property located at 5015 Adrian Fog Avenue, Las Vegas, Nevada 89141 ("the Property"). See Purchase Agreement at **Exhibit A**. As part of the agreement, Plaintiffs made an initial offer of \$337,000.00 contingent on Plaintiffs' obtaining a loan in the amount of \$325,205.00 from the lender, Guild Mortgage, Inc. Id. at DA000004. After Plaintiffs' initial offer of \$337,000.00 to purchase the property was accepted by the Seller, Guild Mortgage hired Defendants to conduct an appraisal on the Property. See **Exhibit B** Order Report at DA000001. On October 9, 2013, Defendant Gliko conducted an appraisal of the Property. See Appraisal Report attached as **Exhibit C**. According to the Appraisal Report, Defendant Gliko appraised the Property at \$340,000.00. See Id.

Page 3 of 21

1 at DA000068. The Property was also appraised at having 3,002 square feet of gross
2 living area. Id. at DA000068. After obtaining the loan, on or about November 12, 2013,
3 Plaintiffs closed on the Property. See Exhibit A at DA000006.

4 On October 2, 2015, Plaintiffs filed a Complaint against Defendants asserting
5 claims for (1) Professional Negligence; (2) Breach of Third Party Beneficiary Contract;
6 (3) Negligent Misrepresentation; and (4) Breach of the Statutory Duty to Disclose
7 Material Facts pursuant to NRS 645C.470.

8 Plaintiffs' Complaint stems from Plaintiff Maria Boesiger's belief that "Defendants
9 did an appraisal on the Property that was completely wrong" and that "Defendants used
10 the wrong model to create their appraisal." See Complaint at ¶ 18. The Complaint also
11 alleges that Defendants appraised the Property at 400-500 square feet higher than the
12 actual size of the Property. Id. at ¶ 19. Plaintiffs allege that Defendants' wrong
13 appraisal of the Property resulted in Plaintiffs paying \$337,000.00 for the Property and
14 required Plaintiffs to obtain a larger loan to purchase the Property. Id. at ¶ 20.

15 On July 29, 2016, Plaintiffs' served their designation of expert witness naming
16 appraiser Craig Jiu as their expert. See Exhibit D. Plaintiffs stated that Mr. Jiu was
17 designated to discuss the errors in the Defendants' appraisal. Id. However, Plaintiffs'
18 expert disclosure did not contain an expert report regarding the statements or opinions
19 of Mr. Jiu or the data or other information that Mr. Jiu relied upon. Id. Instead, Plaintiffs'
20 "designation of expert witness Craig Jiu" was a one-page document simply stating that
21 Plaintiffs designated Craig Jiu as an expert. Id. On May 22, 2017, Plaintiffs withdrew
22 their Expert Designation of Craig Jiu after Defendants filed a Motion to Strike Plaintiffs'
23 Expert Designation. See Exhibit E. The deadline for expert disclosures was June 8,
24 2017, and Plaintiffs never disclosed another expert to support their case. Defendants
25 now submit this Motion for Summary Judgment.

26 ///

27 ///

28 ///

III. LEGAL ARGUMENT

A. THE LEGAL STANDARD FOR MOTIONS FOR SUMMARY JUDGMENT

Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law. NRCP 56(c), Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). When reviewing a motion for summary judgment, the evidence, and any reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving party. Lipps v. Southern Nevada Paving, 116 Nev. 497, 498, 998 P.2d 1183, 1184 (2000).

While the pleadings and other proof must be construed in a light most favorable to the nonmoving party, that party bears the burden to "do more than simply show that there is some metaphysical doubt" as to the operative facts in order to avoid summary judgment being entered in the moving party's favor. Wood, 121 Nev. at 732, 121 P.3d at 1031. The nonmoving party "must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." Id. A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party. Id. The nonmoving party "is not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture." Id.

Further, "[w]here an essential element of a claim for relief is absent, the facts, disputed or otherwise, as to other elements are rendered immaterial and summary judgment is proper." Bulbman Inc. v Nevada Bell, 108 Nev. 105, 111, 825 P.2d at 592 (1992)."

///

///

///

///

B. THE LEGAL STANDARD TO ESTABLISH PROFESSIONAL NEGLIGENCE

1) General Principals of Negligence

In order to establish a prima facie case of negligence, a plaintiff must establish four elements: "(1) the existence of a duty of care, (2) breach of that duty, (3) legal causation, and (4) damages." Sanchez ex rel. Sanchez v. Wal-Mart Stores, Inc., 125 Nev. 818, 824, 221 P.3d 1276, 1280 (2009).

2) Negligence by Licensed Professionals

When a claim of negligence is based on an allegation that a professional was negligent, the plaintiff must show that the professional's conduct fell below the standard of care associated with that profession. See Redden v. SCI Colo. Funeral Servs., Inc., 38 P.3d 75, 80-81 (Colo.2001). For those practicing a profession involving specialized knowledge or skill, the applicable standard of care generally requires the actor to possess a standard minimum of special knowledge and ability and to exercise reasonable care in a manner consistent with members of the profession in good standing. Hice v. Lott, 223 P.3d 139, 143 (Colo. App. 2009).

This means that a plaintiff in a professional malpractice action is required to provide expert testimony to establish defendant's standard of care because ordinary persons are not conversant with it. Daniel, Mann, Johnson & Mendenhall v. Hilton Hotels Corp., 98 Nev. 113, 115, 642 P.2d 1086, 1087 (1982); Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goulding, Inc., 351 S.C. 459, 570 S.E.2d 197, 203 (S.C.Ct.App. 2002); Hice, 223 P.3d at 143.

In Nevada, the general rule governing the admissibility of expert testimony is NRS. 50.275, which states:

If scientific, technical or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issues, a witness qualified as an expert by special knowledge, skill, experience, training, or education may testify to matters within the scope of such knowledge.

1 The Nevada Supreme Court discussed NRS 50.275 in Hallmark v. Eldridge,
2 shedding light on various aspects of the statute. Hallmark v. Eldridge, 124 Nev. 492,
3 189 P.3d 646, 650 (2008). In Hallmark, the Court held that a witness may testify as an
4 expert if (1) the witness is "qualified in an area of 'scientific, technical or other
5 specialized knowledge' (the qualification requirement);" (2) the expert's "specialized
6 knowledge must 'assist the trier of fact to understand the evidence or to determine a
7 fact in issue' (the assistance requirement);" and (3) the expert's testimony is "limited 'to
8 matters within the scope of [the expert's specialized] knowledge' (the limited scope
9 requirement)." Id. 124 Nev. at 498, 189 P.3d at 650 (quoting NRS 50.275).

10 Before a person may testify as an expert pursuant to NRS 50.275, the District
11 Court must first determine whether he or she is qualified in an area of scientific,
12 technical, or other specialized knowledge. Id., 124 Nev. at 499, 189 P.3d. at 651. In
13 determining whether a person is properly qualified, the court should consider the
14 following factors: "(1) formal schooling and academic degrees, (2) licensure, (3)
15 employment experience, and (4) practical experience and specialized training." Id.

16 Expert testimony is unnecessary only in such cases where the relevant standard
17 of care does not require specialized or technical knowledge. See Am. Family Mut. Ins.
18 Co. v. Allen, 102 P.3d 333, 343 (Colo.2004); see also White v. Jungbauer, 128 P.3d
19 263, 264 (Colo.App.2005) (expert testimony is not required if the subject matter of a
20 professional negligence claim lies within the ambit of common knowledge of ordinary
21 persons).; Daniel, 98 Nev.at 115, 642 P.2d at 1087.

22 3) Real Estate Appraisers as Professionals

23 In 1989, Congress passed comprehensive legislation, the Financial Institutions
24 Reform, Recovery, and Enforcement Act of 1989, to address problems created by the
25 savings and loan failures of the 1980s. The failures of these financial institutions were
26 caused, in part, by "faulty and fraudulent" appraisals of real estate collateral that
27 undercut the financial stability of these lenders. H. Rep. No. 101-54(I), at 311 (1989).
28 To address this causative factor, Congress established certain requirements for real

1 estate appraisals connected to federally related transactions, including mandating that
2 real estate appraisals be conducted "in accordance with uniform standards, by
3 individuals whose competency has been demonstrated and whose professional conduct
4 will be subject to effective supervision." 12 U.S.C. § 3331.

5 Nevada also subject appraisers to the rigorous requirements and controls
6 associated with licensed professions. Specifically, real estate appraisers are subject to
7 a variety of requirements, and, based on their training and experience, must be certified,
8 licensed, or registered. See NAC 645C.235 (licensure as residential appraiser), NAC
9 645C.240 (Certification as residential appraiser), NAC645C.243 (certification as general
10 appraiser). For example, NAC 645C.237, which governs certification as residential
11 appraiser, mandates that an applicant possess the following course of instruction and
12 higher education requirements:

13 1. A course of instruction for an applicant for a certificate as a
14 residential appraiser must:

15 (a) Consist of at least the following:

- 16 (1) Thirty hours of instruction on basic appraisal principles;
- 17 (2) Thirty hours of instruction on basic appraisal procedures;
- 18 (3) Fifteen hours of instruction in the *National USPAP Course*;
- 19 (4) Fifteen hours of instruction on residential market analysis and
20 analysis of the highest and best use of real estate;
- 21 (5) Fifteen hours of instruction on residential appraiser valuation of
22 a site and cost approach;
- 23 (6) Thirty hours of instruction on residential sales comparison and
24 income approaches;
- 25 (7) Fifteen hours of instruction on residential report writing and case
26 studies;
- 27 (8) Fifteen hours of instruction on statistics, modeling and finance;
- 28 (9) Fifteen hours of instruction on advanced residential applications
and case studies;
- (10) Three hours of instruction on the laws of this State governing
appraisals; and
- (11) Twenty hours of instruction in elective courses relating to
appraisals.

3. An applicant for a certificate as a residential appraiser must hold a
bachelor's degree or higher from an accredited college or university.

See NAC 645C.237.

1 An Appraiser's work is governed by rules and regulations issued by the Nevada
2 Real Estate Division. Appraisers may also be disciplined, or have their certification,
3 license, or registration denied, suspended, or revoked for misconduct. See NAC
4 645C.405, NAC645C.700, NAC 645C.705, NAC 645C.710.

5 The Nevada Real Estate Division has also adopted the *Uniform Standards of*
6 *Professional Appraisal Practice* ("USPAP") as the generally accepted standards of
7 professional appraisal practice. See NAC 645C.400. The preamble to USPAP states
8 that the purpose of the standards,

9 is to promote and maintain a high level of public trust in appraisal
10 practice by establishing requirements for appraisers. It is essential
11 that appraisers develop and communicate their analyses, opinions,
12 and conclusions to intended users of their services in a manner that
13 is meaningful and not misleading.

14 Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice* preamble
15 (2008–2009 ed.).

16 Based on this comprehensive legislative structure, courts have ruled that a claim
17 against a real estate appraiser for professional negligence is the type that does not fall
18 within the common knowledge and requires an expert to establish the standard of care.
19 See Hice, 223 P.3d at 144 (Colo.App.,2009); Brown v. Interbay Funding, LLC, 417
20 F.Supp.2d 573, 579-80 (D.Del. 2006); see also Timothy J. Harris, *The Requirement of*
21 *Expert Testimony in Appraisal Litigation*, Appraisal J. 68-73 (Jan.1992).

22 For example, in Hice, the Colorado Court of Appeals, affirmed a trial court
23 granting a defendant's motion for summary judgment due to the plaintiff's failure to
24 disclose an expert and held that absent expert testimony, ordinary persons cannot
25 testify to the standard of care and what whether an appraiser breached the standard of
26 care. See Hice, 223 P.3d at 149 (Stating "absent expert testimony, we are not
27 persuaded that ordinary persons would understand what steps a reasonably prudent
28 appraiser would take to ascertain the nature or physical characteristics of a structure
that may be a mobile home or a modular home; what information such an appraiser is

1 entitled to rely upon; and whether the appraisers' conduct was, or was not, consistent
2 with those practices.")

3 In Brown, the court held that expert testimony was required to prove a claim for
4 professional negligence against a real estate appraiser. See Brown, 417 F.Supp.2d at
5 579-80. In Brown, a mortgage applicant filed suit against an appraiser alleging, *inter*
6 *alia*, that defendant appraiser's negligence led to their failure to receive a mortgage
7 loan. Id. at 575-76. There, the court held that, absent expert testimony, plaintiffs could
8 not establish the duty of care owed by an appraiser or the alleged violations of
9 professional standards, and therefore the court granted defendants' motion for partial
10 summary judgment. Id.

11 **C. SUMMARY JUDGMENT SHOULD BE GRANTED IN FAVOR OF**
12 **DEFENDANTS AS TO PLAINTIFFS' FIRST, THIRD, AND FOURTH**
13 **CAUSE OF ACTION BECAUSE PLAINTIFFS' FAILURE TO DISCLOSE**
14 **AN EXPERT WITNESS IS FATAL TO THEIR CASE**

15 1) Plaintiffs' First Cause of Action for Professional Negligence
16 Fails as a Matter of Law Because Without an Expert They
17 Cannot Establish The Existence of the Duty of Care, and
18 Breach of that Duty.

19 In this case, Plaintiffs' Complaint is one of professional negligence against an
20 appraiser. Defendant Travis Gliko is licensed as a Certified Residential Appraiser
21 pursuant to NAC 645C.240. See Exhibit C at DA000081. As such, Plaintiffs were
22 required to disclose an expert to testify to Defendants' alleged negligence. In fact,
23 Plaintiffs are aware of this requirement that they need an expert as they attempted to
24 designate appraiser Craig Jiu as their expert on July 29, 2016. See Exhibit D.
25 According to Plaintiffs' designation, Mr. Jiu was designated to discuss the errors in the
26 appraisal done by Defendants. Id. By originally designating Craig Jiu, Plaintiffs
27 conceded that an expert was necessary to support their professional negligence claim
28 against Defendants. As discussed above, Plaintiffs ultimately withdrew their designation
of Craig Jiu after Defendants filed a Motion to Strike Plaintiffs' Designation due to

1 Plaintiffs' complete failure to comply with the expert disclosure requirements of NRS
2 16.1(a)(2). See Exhibit E. The deadline for expert disclosures have now passed and
3 Plaintiffs never designated anyone else to serve as their expert. Thus, Plaintiffs have no
4 evidence to establish the duty of care or evidence to support that their allegations that
5 Defendants breached those duties.

6 **2) Plaintiff Maria Boesiger Does Not Qualify as an Expert.**

7 Instead, Plaintiffs are simply relying solely on Plaintiff Maria Boesiger's testimony
8 and opinion to support their allegations of professional malpractice against Defendants.¹
9 However, Maria Boesiger is not an expert as she lacks the education, training, and
10 experience necessary to provide any testimony as to the standard of care of appraiser.
11 With regards to her education, Maria Boesiger never graduated high school. Instead,
12 she has a General Equivalency Diploma ("GED"). See Deposition of Maria Boesiger at
13 **Exhibit F** at 13: 11-13.

14 Regarding her work experience, after obtaining her GED in 1977, she worked as
15 a barber and a waitress. Id. at 13:14-14:11. Ms. Boesiger then passed her real estate
16 exam sometime in May 2013 and worked at Wardley Real Estate from approximately
17 May 2013 to January 2014 learning to become a Real Estate Agent. See Id. at 21:17-
18 19; 22:15-23:6. During this short time, she never sold or closed any homes and instead
19 only spoke with a couple trying to help them short sale their property. Id. at 23:12-21.
20 For example, Ms. Boesiger testified as follows:

21 **Q.** . . . what was your position there at Wardley?

22 **A.** I was learning to become an agent, so I had a mentor.
23 We did door knocking, called people by the phone,
24 expired For Sale By Owners, things like that.

25 **Q.** Were you involved in any real estate transactions
26 during that time -- and that is a broad question,
because I'm trying to understand what you did during

27 ¹ Plaintiff James Boesiger testified at his deposition that he does not intent to testify at trial, and Plaintiffs
28 do not list James Boesiger in their NRCP 16.1 Disclosure as a potential witness at trial. See Exhibit G.

1 this time period when you worked with Wardley. So
2 were you involved in any type or transactions where
3 you sold homes or . . .

4 A. I never -- I never sold or closed anything. I spoke to a
5 couple -- a woman who was disabled, and trying to
6 help them short sale their property; but again, I -- I left
7 the company eventually --

8 Id. 23:16-21.

9 In fact, Ms. Boesiger stated that she only worked on two transactions- the first
10 being the short sale (discussed above), and the second being a condo sale. Id. at
11 24:13-16. With regards to the condo sale, Ms. Boesiger testified that her responsibilities
12 limited to telephone related duties:

13 Q. And that was your responsibility, or what task did you
14 work on with the condo, with the -- in that condo
15 transaction?

16 A. It was mostly by telephone. Somebody was having
17 trouble selling that. And I think the property was in
18 California, so it was a referral I called -- that I referred
19 to somebody else in that state. And that's about all I
20 know right now.

21 Q. Okay.

22 A. So that was all. I just sent information.

23 Id. at 25:2-11.

24 Ms. Boesiger then worked a real estate Company called RE/MAX for less than a
25 month in February of 2014 where she stated she did not do much:

26 Q. What did you do during that month period?

27 A. I went there, and it was basically, Johnny, get your
28 computer and everything set up for business cards.
And I didn't do really much because it wasn't -- it shut
down.

Q. Sure. So during this time -- during this one-month
time period at RE/MAX, is it -- so is it fair to say you
didn't work on any real estate transactions?

1 A. No, I did not work on any transactions.

2 Id. at 26:10-20.

3 Ms. Boesiger has not worked since February of 2014. Id. at 28:10-18.

4 Most importantly, Ms. Boesiger testified that she is not an appraiser; has never
5 been an appraiser; does not know the educational requirements to become an
6 appraiser; does not have a degree in appraising; and never even consulted with an
7 appraiser prior to filing her lawsuit. Id. at 142:12-143:19. In this regard, Ms. Boesiger
8 testified as follows:

9 Q. Ms. Boesiger, are you an appraiser?

10 A. No.

11 Q. Have you ever been an appraiser?

12 A. No.

13 Q. Have you ever taken any courses in appraising
14 residential properties?

15 A. No.

16 Q. Are you aware of the educational requirements
17 necessary to become an appraisal -- appraiser of
18 residential properties?

19 A. No.

20 ...

21 Q. Do you have a degree in appraising?

22 A. No.

23 ...

24 Q. Okay. Did you -- did you consult with any appraisers
25 to look at your case prior to filing your lawsuit?

26 A. No.

27 Id. at 142:12-143:19.

28

1 In sum, because Plaintiffs did not disclose an expert, and because Ms. Boesiger
2 simply does not have the education, training, and experience necessary to render any
3 testimony regarding the standard of care or any breach of the standard of care of an
4 appraiser, Plaintiffs will not be able to meet the elements necessary to establish their
5 Professional Negligence claim against Defendants.²

6 **3) Plaintiff's Third Cause of Action for Negligent**
7 **Misrepresentation and Fourth Cause of Action for Breach of**
8 **the Statutory Duty to Disclose Material Facts Necessarily Fails**
9 **because they are Derivative of Plaintiff's Professional**
10 **Negligence Claim.**

11 Similarly, Plaintiffs' third cause of action for negligent misrepresentation³ and
12 fourth cause of action for breach of statutory duty to disclose material fact pursuant to
13 NRS 645C.470 contain the exact same identical allegations that make up Plaintiffs' first
14 cause of action for professional negligence. Specifically, Plaintiffs cut and paste each of
15 the following allegations for the three causes of action:

16 ² Ironically, Plaintiffs relied on an expert when calculating damages as Plaintiffs stated in their Request
17 from Exemption from Arbitration that as they were getting ready for trial, "they spoke to an expert that was
18 being used in another case. The Plaintiffs learn that she [sic] could include damages for the overpayment
19 of interest on the loan above and beyond the decrease in value of the property." See Exhibit H, Request
20 for Exemption from Arbitration page 3 at ¶ 7.

21 ³ The elements of negligent misrepresentation are: (1) A false representation made by the defendant; (2)
22 defendant's knowledge or belief that its representation was false or that defendant has an insufficient
23 basis of information for making the representation; (3) defendant intended to induce plaintiff to act or
24 refrain from acting upon the misrepresentation; and (4) damage to the plaintiff as a result of relying on the
25 misrepresentation. Bulbman Inc. v. Nevada Bell, 108 Nev. 105, 110-11, 825 P.2d 588, 592 (1992).

26 Plaintiffs will not be able to prove the first element because "an estimate is an opinion and an
27 estimate of value is an opinion as to value upon which reasonable and honorable men may hold differing
28 views. This is the basis for the frequently announced rule that a charge of fraud normally may not be
based upon representations of value." Clark Sanitation, Inc. v. Sun Valley Disposal, 87 Nev. 338, 341,
487 P.2d 337, 339 (1971) (citing Frankfurt v. Wilson, 353 S.W.2d 490 (Tex.Civ.App.1961); Burke v. King,
176 Okl. 625, 56 P.2d 1185 (1936)).

Plaintiffs will also not be able to prove that they reasonably relied on the Appraisal Report
because there is an inherent conflict of interest between Plaintiffs as the Borrower and the Lender when
the Lender is the one that orders an Appraisal Report.

- 1 • The appraiser came and looked at the Property.
- 2 • The appraiser stated the square feet of the gross living area above Grade was
- 3 3,002. The floor plan was adequate. There external obsolescence noted and
- 4 adjusted.
- 5 • The appraiser stated "I did analyze the contract for sale for the subject purchase
- 6 transaction...Arm's length sale; analysis of the contract of sale revealed a sale
- 7 price of \$337,000 which was agreed on 09/26/2013. The contract revealed no
- 8 seller contributions toward buyers and closing costs."
- 9 • The Plaintiff [sic] paid for the appraisal.
- 10 • The Defendants had a duty to use their professional standard of care in doing the
- 11 appraisal.
- 12 • If the Defendant [sic] had used the proper standard of care, they would have
- 13 learned that they were using the wrong model to do their appraisal. The
- 14 appraiser went onto the Property and looked at the Property.
- 15 • The appraiser stated that the floor plan was adequate. He should have known it
- 16 was the wrong floor plan.
- 17 • The appraisal industry outlines the duty of an appraiser. The Defendants fell
- 18 below the standard of care.
- 19 • As a result, the Defendants were negligent.
- 20 • The harm to the Plaintiff [sic] was the direct result of the negligence of the
- 21 Defendants.
- 22 • The Plaintiff [sic] suffered damages as a result of the action of the Defendants in
- 23 excess of \$10,000.
- 24 • The Plaintiff [sic] are entitled to their attorneys fees and costs in having to pursue
- 25 this matter.
- 26 • If the actions are determined to be deliberate, the Plaintiff [sic] is entitled to
- 27 punitive damages.

28 Compare ¶¶29-39, ¶¶59-69, and ¶¶74-81, 83, 85-86.

In fact, Plaintiffs' cause of action for negligent misrepresentation and breach of the statutory duty to disclosure material facts are both premised on Defendants' alleged breach of the standard of care. Thus, Plaintiffs' third cause of action for negligent

1 misrepresentation, and fourth cause of action for breach of the statutory duty to disclose
2 material facts pursuant to NRS 465C.470⁴ are derivative of their first cause of action for
3 professional negligence and are also subject to the requirement of an expert testimony.
4 Because Plaintiffs' professional negligence claims fail as a matter of law, their derivative
5 claims also fail. See Turner v. Mandalay Sports Entertainment, LLC, 124 Nev. 213, 221-
6 22, 180 P.3d 1172, 1178 (2008) (observing that a derivative claim necessarily fails if the
7 underlying claim fails); see also Stoffel v. Eighth Judicial District Court, 2017 WL
8 1078662, at *1 (Nev. March 20, 2017) (stating that "Zitch's breach of contract; breach
9 of the covenant of good faith and fair dealing are in substance a legal malpractice claim,
10 are derivative of his legal malpractice claim as those claims are premised on petitioners
11 allegedly breaching duties . . . that would not exist but for the attorney-client
12 relationship" and thus must also be dismissed as time barred because his legal
13 malpractice claim is time barred).

14 **D. SUMMARY JUDGMENT SHOULD BE GRANTED IN FAVOR OF**
15 **DEFENDANTS AS TO PLAINTIFFS' BREACH OF THIRD-PARTY**
16 **BENEFICIARY CONTRACT CLAIM BECAUSE PLAINTIFFS ARE NOT**
17 **A THIRD-PARTY BENEFICIARY TO THE APPRAISAL REPORT.**

18 The elements of a breach of contract are as follows: 1) plaintiff and defendant
19 entered into a valid and existing contract; 2) plaintiff performed or was excused from
20 performance; 3) defendant breached the contract; and 4) Plaintiff sustained damages as
21 a result of the breach. Calloway v. City, 116 Nev. 250, 993 P.2d 1259 (2000).

22 In this case, Plaintiffs' Complaint concedes there was no valid existing contract
23 between Plaintiffs and Defendants to conduct an appraisal of the Property. Instead,
24 Plaintiffs argue that "Guild Mortgage contracted with the Defendants to do an appraisal
25 of the Property to help Plaintiff's [sic] qualify for the loan."⁵ See Complaint at ¶ 43.
26 Plaintiffs argue that they relied on the appraisal of the value of the Property, and thus

27 ⁴ Plaintiffs' cause of action for breach of the statutory duty to disclose material fact also fails as a matter of
28 law because there is no private right of action against an appraiser for violation of NRS 465C.470.

⁵ Plaintiffs falsely argue that the purpose of the appraisal report was to help Plaintiffs qualify for a loan.

1 they are a third-party beneficiary to the Appraisal Report. Plaintiffs' argument is
2 baseless as the evidence demonstrates that the sole intended beneficiary of the
3 Appraisal Report was Guild Mortgage, not Plaintiffs.

4 It is firmly established that only the parties to a contract and any intended third-
5 party beneficiaries have standing to enforce the contract. See Wood v. Germann, 130
6 Nev. Adv. Op. 58, 331 P.3d 859, 861 (2014); Morelli v. Morelli, 102 Nev. 326, 327, 720
7 P.2d 704, 705-06 (1986). Under Nevada law, a third-party has standing to sue for
8 breach of contract if (1) the third-party status as an intended beneficiary is made clear
9 from the plain language of the agreement, and (2) the third-party's reliance on the
10 agreement must be foreseeable. See Lipshie v. Tracy Inv. Co., 93 Nev. 370, 379, 566
11 P.2d 819, 824 (1977); Canfora v. Coast Hotels & Casinos, Inc., 121 Nev. 771, 779, 121
12 P.3d 599, 604-05 (2005); Meritage Homes of Nevada, Inc. v. FNBN-Rescon I, LLC, 86
13 F. Supp. 3d 1130, 1143 (D. Nev. 2015).

14 "The clear intent hurdle is a high one..." Meritage Homes of Nevada, Inc., 86 F.
15 Supp. 3d at 1143, citing GECCMC 2005-C1 Plummer St. Office Ltd. P'ship v. JP
16 Morgan Chase Bank, Nat. Ass'n, 671 F.3d 1027, 1033 (9th Cir. 2012). It is not satisfied
17 by "vague, hortatory pronouncements," "explicit reference to a third party," or even "a
18 showing that [a] contract operates to the third parties' benefit and was entered into with
19 them in mind." Id. (internal citations omitted). Rather, a court must examine "the
20 precise language of the contract ... to rebut the presumption that third parties are
21 merely incidental beneficiaries." Id.

22 1) **Plaintiffs Were Not Clearly an Intended "Third Party**
23 **Beneficiary" to the Appraisal Report.**

24 In this case, there is no evidence that the Appraiser Report was made for the
25 Plaintiffs' intended benefit. On the contrary, the evidence clearly shows that the
26 Appraiser Report was made directly and solely for the benefit of the lender Guild
27 Mortgage. For example, the front of the Appraisal Report states that the appraisal is for
28 "Guild Mortgage." See Exhibit C Appraisal Report at DA000066. The second page of

1 the Appraisal Report states "the purpose of this summary appraisal report is to provide
2 the lender/client with an accurate, and adequately supported, opinion of the market
3 value of the subject property." See Id. at DA000067. The Appraiser Report also states
4 the intended user and intended use is as follows:

5 **Intended Use:** The intended use of this appraisal report is
6 for the lender/client to evaluate the property that is the
subject of this appraisal for a mortgage finance transaction.

7 **Intended User:** The Intended user for this appraisal report is
8 the lender/client.

9 Id. at DA000070.

10 The Appraisal Report then identified the lender/client as follows:

11 **LENDER/CLIENT**

12 Name Solidifi

Company Name Guild Mortgage

13 Id. at DA000072

14 The Supplemental Addendum portion of the Appraisal Report states the intended
15 user is as follows:

16 **INTENDED USER:**

17 The Intended User of this appraisal report is the
18 Lender/Client. The Intended Use is to evaluate the property
19 that is the subject of this appraisal for a mortgage finance
20 transaction, subject to the state Scope of Work, purpose of
the appraisal, reporting requirements of this appraisal report
form, and the Definition of Market Value. **No additional
intended Users are identified by this appraiser.**

21 Id. at DA000076 (bold emphasis added).

22
23 Nowhere in the Appraisal Report does it clearly state the intended beneficiaries
24 are the Plaintiffs. On the contrary, as emphasized above, the Appraiser Report clearly
25 states that "no addition intended users are identified by this appraiser." Id. at DA000076.
26 Thus, Plaintiffs cannot meet the clear intent element to be a third-party beneficiary.

27 ///

28 ///

2) Plaintiffs Did Not Reasonably Rely on the Appraisal Report Because There is an Inherent Conflict of Interest Between Borrowers and Lenders When the Lender is The One That Orders the Appraisal Report.

In addition, Plaintiffs cannot meet the second element of a third-party beneficiary because Plaintiffs did not reasonably rely on the Appraisal Report. In fact, the Borrowers and Lenders have an inherent conflict of interest in the Appraiser Report. To illustrate this conflict, court have recognized that when a Lender orders an appraisal, it does so for its own protections namely to ensure that the property is an adequate collateral for making a loan. Willemssen v. Mitrosilis, 178 Cal.Rptr.3d 735, 740, 230 Cal.App.4th 622, 629 (Cal.App. 4 Dist., 2014) (stating the bank use appraisals to determine whether the collateral is adequate in making the loan). In contrast, a Borrower is using an appraiser report for his own evaluation to purchase the property, to determine the desirability of the property, and to determine whether the borrower got a good bargain on the Property. Id. In this regard, the court in Willemssen stated as follows:

One who seeks financing to purchase real property has many means available to assess the property's value and condition, including comparable sales, advice from a realtor, independent appraisal, contractors' inspections, personal observation and opinion, and the like.... Stated another way, the borrower should be expected to know that the appraisal is intended for the lender's benefit to assist it in determining whether to make the loan, and not for the purpose of ensuring that the borrower has made a good bargain, i.e., not to insure the success of the investment.

Id. (bold underline emphasis added).

As emphasized above, Plaintiffs did not reasonably rely on the Appraisal Report because Plaintiffs, as the borrower, should be expected to know that the Appraisal Report was ordered by the mortgage company Guild Mortgage for Guild's benefit to assist it in determining whether to make the loan to the borrower Plaintiffs. Plaintiffs should also be expected to know that the purpose of the appraisal was not to ensure

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 that the borrower got a good bargain or investment on the Property. Thus, because
2 Plaintiffs cannot meet the second element of a third-party beneficiary, their breach of
3 third party beneficiary contract claims fails.

4 IV. CONCLUSION

5 In sum, Plaintiffs' failure to designate an expert witness is fatal to their case.
6 Without an expert to testify to the standard of care of an appraiser and Defendants'
7 alleged breach of the standard of care, Plaintiffs will not be able to support their claim
8 for professional negligence. Because Plaintiffs' causes of action for negligent
9 misrepresentation and statutory breach of the duty to disclosure claim are derivative of
10 Plaintiffs' professional negligence claim, these claims also fail. Finally, Plaintiffs' breach
11 of third party beneficiary contract claim fails because Plaintiffs were not clearly intended
12 third party beneficiaries of the Appraisal Report. For these reasons, Defendants request
13 that this Court grant their Motion for Summary Judgment as to Plaintiffs' Complaint.

14 DATED this 25th day of October, 2017.

15 LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

16 /s/ Eric N. Tran

17 By:

18 JOSEPH P. GARIN, ESQ. (Bar No. 6653)
19 ERIC N. TRAN, ESQ. (Bar No. 11876)
20 9900 Covington Cross Drive, Suite 120
21 Las Vegas, Nevada 89144

22 *Attorneys for Defendants*
23
24
25
26
27
28

Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of October, 2017, service of the foregoing
**DEFENDANTS DESERT APPRAISALS, LLC AND TRAVIS GLIKO'S MOTION FOR
SUMMARY JUDGMENT** was made by delivering a copy thereof by electronic means to
the Clerk's Office using the Odyssey E-File & Serve System for transmittal to the
following Odyssey E-File & Serve registrants:

David J. Winterton, Esq.
Tennille K. Pereira, Esq.
DAVID J. WINTERTON & ASSOC.
1140 N. Town Center Dr., Ste. 120
Las Vegas, NV 89144
david@davidwinterton.com
tenille@davidwinterton.com
Attorneys for Plaintiffs

/s/ Kim Glad

An Employee of
LIPSON, NEILSON, COLE, SELTZER & GARIN, P.C.

EXHIBIT A

000061



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: September 26, 2013

James A. Boesiger, Maria S. Boesiger

("Buyer"), hereby offers to purchase

5015 Adrian Fog Ave, Las Vegas, NV 89141

("Property").

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

State of Nevada, Zip 89141, A.P.N. # 176-25-511-025 for the purchase price of \$ 337,000.00

(Three Hundred Thirty-Seven Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein:

BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

Buyer's Offer

FINANCIAL TERMS & CONDITIONS:

A. EARNEST MONEY DEPOSIT ("EMD") is ☐ presented with this offer -OR- ☒ wired to title

within three business days of acceptance

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

B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) . The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

☐ Conventional, ☒ FHA, ☐ VA, ☐ Other (specify)
Interest: ☒ Fixed rate, years -OR- ☐ Adjustable Rate, years. Initial rate of interest not to exceed 5.000 %. Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):

☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify)
Interest: ☐ Fixed rate, years -OR- ☐ Adjustable Rate, years. Initial rate of interest not to exceed %. Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

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

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: JB MB

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: JP CD

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Page 1 of 11

Wendy Real Estate 7670 W Lake Mead Blvd Ste 100 Las Vegas, NV 89128
David Hartz

Phone: (702) 356-4900 Fax: (702) 356-1065
Produced with zipForm® by zipLogic 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.zipLogic.com

DA000004

000062

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

A. NEW LOAN APPLICATION: Within 3 business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice; (2) authorize ordering of the appraisal (per lender's requirements); and (3) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt to income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer ☒ does -OR- ☐ does not

authorize lender to provide loan status updates to Seller's and Buyer's Brokers, as well as Escrow Officer. Buyer agrees to use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

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

C. APPRAISAL: If an appraisal is required as part of this agreement, or requested by Buyer, and if the appraisal is less than the Purchase Price, the transaction will go forward if (1) Buyer, at Buyer's option, elects to pay the difference and purchase the Property for the Purchase Price, or (2) Seller, at Seller's option, elects to adjust the Purchase Price accordingly, such that the Purchase Price is equal to the appraisal. If neither option (1) or (2) is elected, then Parties may renegotiate; if renegotiation is unsuccessful, then either Party may cancel this Agreement upon written notice, in which event the EMD shall be returned to Buyer.

3. SALE OF OTHER PROPERTY:

This Agreement

☒ is not -OR-

☐ is contingent upon the sale (and closing) of another property which address is

Said Property

☐ is currently listed

☐ is not -OR- ☐ is

presently in escrow with

Escrow Number: N/A

Proposed Closing Date: N/A

When Buyer has accepted an offer on the sale of this other property, Buyer will promptly deliver a written notice of the sale to Seller. If Buyer's escrow on this other property is terminated, abandoned, or does not close on time, this Agreement will terminate without further notice unless the parties agree otherwise in writing. If Seller accepts a bona fide written offer from a third party prior to Buyer's delivery of notice of acceptance of an offer on the sale of Buyer's property, Seller shall give Buyer written notice of that fact. Within three (3) days of receipt of the notice, Buyer will waive the contingency of the sale and closing of Buyer's other property, or this Agreement will terminate without further notice. In order to be effective, the waiver of contingency must be accompanied by reasonable evidence that funds needed to close escrow will be available and Buyer's ability to obtain financing is not contingent upon the sale and/or close of any other property.

4. FIXTURES AND PERSONAL PROPERTY: The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(E) of this Agreement, all items are transferred in an "AS IS" condition.

A. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s), window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarms;

B. The following additional items of personal property: Dishwasher, stove, refrigerator, Central Vac, Window coverings

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: [Signature]

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: [Signature]

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®
Produced with theForm® by eScribe 16070 Filmore Mile Road, Frisco, Michigan 48025 www.212info.com

Page 2 of 11

Maria

DA000005

000063

1 5. ESCROW:
2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at Jennifer Wolff title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with Equity Title ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.

9
10 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.

12 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) November 12, 2013
13 If the designated date falls on a weekend or holiday, COE shall be the next business day.

14 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
15 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
16 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
17 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
18 federal law.

19 E. FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and
20 deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the
21 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign
22 corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a
23 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller
24 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
25 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
26 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
27 26 USC Section 1445).

28 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
29 ☐ CLTA; ☒ ALTA-Residential; -OR- ☐ ALTA-Extended (including a survey, if required).

30 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

31 A. TITLE AND ESCROW FEES:

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lender's Title Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

32 B. PRORATIONS:

TYPE	PAID BY SELLER	PRORATE	N/A
CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CIC Periodic Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash Service Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

37 Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: [Signature]

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: [Signature]

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Produced with zipForm® by zipLegal® 18070 Fifteen Mile Road, Fraser, Michigan 48228 www.zipLegal.com

Page 3 of 11

Murkin

DA000006

000064

C. INSPECTIONS AND RELATED EXPENSES (See also Section 12): Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water) are turned on and supplied to the Property within two (2) business days after execution of this Agreement, to remain on until COE. (It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.)

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED	N/A
Appraisal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Capital Contribution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CIC Transfer Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLUE Report ordered by Seller	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Energy Audit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fungal Contaminant Inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Home Inspection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oil Tank Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool/Spa Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roof Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Septic Inspection (requires pumping)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Septic Lid Removal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Septic Pumping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Soils Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Structural Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Survey (type)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Termite/Pest Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quantity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Well Inspection (Quality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wood-Burning Device/Chimney Inspection (includes cleaning)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Re-Inspections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice).

D. CERTIFICATIONS: Notwithstanding the elections below, in the event an inspection reveals problems with any of the foregoing, Buyer reserves the right to require a certification.

TYPE	PAID BY SELLER	PAID BY BUYER	50/50	WAIVED
Fungal Contaminant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood-Burning Device/Chimney Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The foregoing expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

E. SELLER'S ADDITIONAL COSTS AND LIMIT OF LIABILITY: Seller agrees to pay a maximum amount of \$ None to correct defects and/or requirements disclosed by inspection reports, appraisals, and/or certifications. It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request additional repairs, which may exceed the above-stated amount, based upon the Seller's Real Property

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger BUYER(S) INITIALS: [Signature]
 5015 Adrian Fog Ave
 Property Address: Las Vegas, NV 89141 SELLER(S) INITIALS: [Signature]
 Rev. 12/11 ©2011 Greater Las Vegas Association of REALTORS® Page 4 of 11

Produced with zipForm® by zipLogic 16070 Filbert Mile Road, Fraser, Michigan 48028 www.ziplogic.com

Maria

DA000007

000065

1 Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal.
2 items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at
3 the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as
4 otherwise provided in this section. The Brokers herein have no responsibility to assist in the payment of any repair, correction
5 or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer
6 and Seller or requested by one party.

7
8 **F. LENDER AND CLOSING FEES:** In addition to Seller's expenses above, Seller will contribute
9 \$ 4,000.00 to Buyer's Lender's Fees and/or Buyer's Title and Escrow Fees ☐ including -OR- ☒ excluding
10 costs which Seller must pay pursuant to loan program requirements. Different loan types (e.g., FHA, VA, conventional) have
11 different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

12
13 **G. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home
14 Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with
15 HSA ☐ Seller -OR- ☒ Buyer will pay for the Home Protection
16 Plan at a price not to exceed \$ 520.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make
17 any representation as to the extent of coverage or deductibles of such plans. ESCROW HOLDER is not responsible for
18 ordering the Home Protection Plan.

19
20 **8. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall
21 tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes,
22 (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public
23 utility easements; and (4) obligations assumed and encumbrances accepted by Buyer prior to COE. Buyer is advised the
24 Property may be reassessed after COE which may result in a real property tax increase or decrease.

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

37
38 **10. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the
39 following Disclosures and/or documents (each of which is incorporated herein by this reference). Check applicable boxes.

- 40 ☐ Construction Defect Claims Disclosure, if Seller has marked "Yes" to Paragraph 1(d) of the
41 Seller Real Property Disclosure Form (NRS 40.688)
42 ☐ Fungal (Mold) Notice Form (not required by Nevada law)
43 ☐ Lead-Based Paint Disclosure and Acknowledgment, required if constructed before 1978 (24 CFR 745.113)
44 ☐ Pest Notice Form (not required by Nevada law)
45 ☐ Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer
46 ☐ Open Range Disclosure (NRS 113.065)
47 ☒ Seller Real Property Disclosure Form (NRS 113.130)
48 ☐ Other (list) _____
49
50
51

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: [Signature] 1-14-15

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: [Signature] [Signature]

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Page 5 of 11

Produced with zipForm® by zipLogic 16070 Fritzen Niles Road, Fraser, Michigan 48028 www.ziplogic.com

Maria

DA000008

000066

11. ADDITIONAL DISCLOSURES:

A. LICENSEE DISCLOSURE OF INTEREST (BUYER): Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction.
Don Marti is a licensed real estate agent in the State(s) of Nevada, and has the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity); (specify relationship) NONE

B. In addition, for NEW CONSTRUCTION, to the extent applicable, Seller will provide: Public Offering Statement (NRS 116.4108); Electric Transmission Lines (NRS 119.1835); Public Services and Utilities (NRS 119.183); Initial Purchaser Disclosure (NRS 113); Construction Recovery Fund (NRS 624); Gaming Corridors (NRS 113.070); Water/Sewage (NRS 113.060); Impact Fees (NRS 278B.320); Surrounding Zoning Disclosure (NRS 113.070); FTC Insulation Disclosure (16 CFR 460.16); and Other: N/A

C. AIRPORT NOISE: Buyer hereby acknowledges the proximity of various overflight patterns, airports (municipal, international, military and/or private) and helipads. Buyer also fully understands that existing and future noise levels at this location, associated with existing and future airport operations, may affect the livability, value and suitability of the Property for residential use. Buyer also understands that these airports have been at their present location for many years, and that future demand and airport operations may increase significantly. For further information, contact your local department of aviation or the Federal Aviation Administration.

D. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, ancestry, handicap or familial status and any other current requirements of federal or state fair housing law.

12. BUYER'S DUE DILIGENCE:

A. DUE DILIGENCE PERIOD: Buyer shall have 7 calendar days from Acceptance to complete Buyer's Due Diligence. Buyer shall ensure that all inspections and certifications are initiated in a timely manner as to complete the Due Diligence in the time outlined herein. (If utilities are not supplied by the deadline referenced herein or if the disclosures are not delivered to Buyer by the deadline referenced herein, then Buyer's Due Diligence Period will be extended by the same number of calendar days that Seller delayed supplying the utilities or delivering the disclosures, whichever is longer.) During this period Buyer shall have the exclusive right at Buyer's discretion to cancel this Agreement. In the event of such cancellation, unless otherwise agreed herein, the EMD will be refunded to Buyer. If Buyer provides Seller with notice of objections, the Due Diligence Period will be extended by the same number of calendar days that it takes Seller to respond in writing to Buyer's objections. If Buyer fails to cancel this Agreement within the Due Diligence Period (as it may be extended), Buyer will be deemed to have waived the right to cancel under this section.

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

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS:

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS:

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Produced with eForm® by zls.com 18070 Fifteen Mile Road, Fraser, Michigan 48038 www.zls.com

Page 6 of 11

Marin

DA000009

000067

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

10
11 13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of
12 the Property within 3 calendar days prior to COE to ensure the Property and all major systems, appliances,
13 heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure
14 Statement, and that the Property and improvements are in the same general condition as when this Agreement was signed by
15 Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on. If any
16 systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right
17 to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or
18 power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have
19 been completed as agreed, and (c) Seller has complied with Seller's other obligations. If Buyer elects not to conduct a walk-
20 through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer
21 releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection,
22 except as otherwise provided by law.

23
24 14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door
25 opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees
26 to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than
27 ☒ COE-OR- ☐ . In the event Seller does not vacate the Property by this time, Seller shall be
28 considered a trespasser and shall be liable to Buyer for the sum of \$ 100.00 per calendar day in addition to
29 Buyer's legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be
30 considered abandoned by Seller.

31
32 15. RISK OF LOSS: Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any
33 material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and
34 Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift
35 to Buyer.

36
37 16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable by
38 Buyer.

39
40 17. CANCELLATION OF AGREEMENT: In the event this Agreement is properly cancelled in accordance with the
41 terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any
42 expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction
43 (unless otherwise provided herein).

44
45 18. DEFAULT:

46
47 A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the
48 parties agree to engage in mediation, a dispute resolution process, through GLVAR. Notwithstanding the foregoing,
49 in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply.

50
51 B. IF SELLER DEFAULTS: If Seller defaults in performance under this Agreement, Buyer reserves all legal
52 and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual
53 damages incurred by Buyer due to Seller's default.

54
55
56

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: [Signature]

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: [Signature]

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Produced with Zillow by Zillow 15070 Phoenix Road, Fraser, Michigan 48226 www.zillow.com

Page 7 of 11
Maria

DA000010

000068

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

☒ As Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

-OR-

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

Instructions to Escrow

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

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

Brokers

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

22. WAIVER OF CLAIMS: Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself, as to the condition of the Property, prior to COE. Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: [Signature]

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: [Signature]

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Page 8 of 11

Produced with zipForm® by zipLogic 18070 Pileon Hills Road, Fraser, Michigan 48028 www.zipLogic.com

Maria

DA000011

000069

1 Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to
2 make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims
3 against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c)
4 environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's
5 proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to
6 Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to
7 conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is
8 limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.
9

Other Matters

10
11 23. **DEFINITIONS:** "Acceptance" means the date that both parties have consented to and received a final, binding
12 contract by affixing their signatures to this Agreement and all counteroffers. "Agent" means a licensee working under a Broker
13 or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and
14 addenda. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the
15 Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real
16 estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means
17 a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means
18 Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means
19 a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees"
20 means the administrative service fee charged by a CIC to transfer ownership records. "CLUE" means Comprehensive Loss
21 Underwriting Exchange. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default"
22 means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means
23 personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or
24 mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money
25 deposit. "Escrow Holder" means the neutral party that will handle the escrow. "FHA" is the U.S. Federal Housing
26 Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable
27 form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue
28 Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada
29 Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller.
30 "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means
31 Pacific Standard Time, and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title
32 Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt"
33 means delivery to the party or the party's agent. "Seller" means one or more individuals or the entity that is the owner of the
34 Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance.
35 "USC" is the United States Code. "VA" is the Veterans Administration.
36

24. SIGNATURES, DELIVERY, AND NOTICES:

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

41 B. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for
42 Seller or Buyer if represented.
43

44 C. Except as otherwise provided in Section 9, when a Party wishes to provide notice as required in this
45 Agreement, such notice shall be sent regular mail, personal delivery, by facsimile, overnight delivery and/or by email to the
46 Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read
47 receipt confirmed in the case of email. Any cancellation notice shall be contemporaneously faxed to Escrow.
48
49

50 25. **IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party
51 electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost
52 to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.
53

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger

BUYER(S) INITIALS: [Signature]

Property Address: 5015 Adrian Fog Ave
Las Vegas, NV 89141

SELLER(S) INITIALS: [Signature]

Rev. 12/11

©2011 Greater Las Vegas Association of REALTORS®

Produced with zipForm® by zipLegal, 18070 Fifteen Mile Road, Fremont, Michigan 48028 www.zipLegal.com

Page 9 of 11

DA000012

000070

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

10
11 THIS IS A LEGALLY BINDING CONTRACT. All parties are advised to seek independent legal and tax advice to review
12 the terms of this Agreement.

13
14 NO REAL ESTATE BROKER/AGENT MAY SIGN FOR A PARTY TO THIS AGREEMENT UNLESS THE
15 BROKER OR AGENT HAS A PROPERLY EXECUTED POWER OF ATTORNEY TO DO SO.

16
17 THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®
18 (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY
19 PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO
20 ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN
21 APPROPRIATE PROFESSIONAL.

22
23 This form is available for use by the real estate industry. It is not intended to identify the user as a REALTOR®.
24 REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL
25 ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

26
27 27. ADDENDUM(S) ATTACHED: Wardley Addendum

28
29
30 28. ADDITIONAL TERMS:

31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
Earnest Money Receipt

41 BUYER'S AGENT ACKNOWLEDGES RECEIPT FROM BUYER HEREIN of the sum of \$ 6,000.00
42 evidenced by ☐ Cash, ☐ Cashier's Check, ☐ Personal Check, or ☒ Other Wired to title
43 payable to Equity Title. Upon Acceptance, Earnest Money to be deposited within ONE (1) business
44 day, with ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, - OR - ☐ Seller's Broker's Trust Account.

45
46 Date: 09/26/2013 Signed: _____ Buyer's Agent: Donald Marti

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger BUYER(S) INITIALS: [Signature]
5015 Adrian Fog Ave
Property Address: Las Vegas, NV 89141 SELLER(S) INITIALS: [Signature]
Rev. 12/11 ©2011 Greater Las Vegas Association of REALTORS® Page 10 of 11
Produced with xlsForm® by xlsLogic 18070 Pittman Mills Road, Fraser, Michigan 48925 www.xlslogic.com Maria

DA000013

000071

Buyer's Acknowledgement of Offer

Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

Buyer's Signature: James A. Boesiger Date: 09/26/2013 Time: ☐ AM ☐ PM

Buyer's Signature: Maria S. Boesiger Date: 09/26/2013 Time: ☐ AM ☐ PM

Seller must respond by: 5:00 ☐ AM ☒ PM on (month) September, (day) 27, (year) 2013. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect.

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

Buyer's Broker: Jeff Sommers Agent's Name: Donald Marti
Company Name: Wardley Real Estate Agent's Public ID: 228762
Phone: (702) 506-5033 Office Address: 7670 W. Lake Mead Blvd, Ste 100
Email: dmarti6068@gmail.com City, State, Zip: Las Vegas, NV 89128
Fax: (702) 256-3088

Seller's Response

☒ ACCEPTANCE: Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ COUNTER OFFER: Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

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

FIRPTA DECLARATION: Pursuant to Section 5.E. herein, Seller declares that he/she

☐ is not-OR-

☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

Seller's Signature: Jaime M. Damaso Date: 9/26/2013 Time: ☐ AM ☐ PM

Seller's Signature: Constancia G. Damaso Date: 9/26/2013 Time: ☐ AM ☐ PM

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

Seller's Broker: Jeff Sommers Agent's Name: Don Marti
Company Name: Wardley Real Estate Office Address: 7670 W. Lake Mead Blvd Ste 100
Phone: (702) 256-4900 City, State, Zip: Las Vegas, NV 89128
Email: dmarti6068@gmail.com Fax: (702) 256-3088

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

is a licensed real estate agent in the State(s) of Nevada, and has the following interest,

direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest

in Seller (if Seller is an entity): (specify relationship) None

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

Buyer's Name: James A. Boesiger, Maria S. Boesiger BUYER(S) INITIALS: MB MS

Property Address: 5015 Adrian Fog Ave SELLER(S) INITIALS: JD CD

Rev. 12/11 ©2011 Greater Las Vegas Association of REALTORS® Page 11 of 11



ADDENDUM TO PURCHASE AGREEMENT

In reference to Purchase Agreement and Earnest Money Receipt executed by and between: James A. Boesiger, Maria S. Boesiger (Buyer(s)), and Jaime M. Damaso, Constancia G. Damaso (Seller(s)), dated September 17, 2013, in reference to the real property commonly known as 5015 Adrian Fog Ave, City Las Vegas, State NV, 89141.

The following terms are hereby incorporated as part of the Real Estate Purchase Agreement, and to the extent these terms modify or conflict with any provision of the Purchase agreement, including all prior Addenda and/or Counter Offers, these terms shall control.

1. **ROADWAY DISCLOSURES:** If buyer has any questions or concerns regarding any planned, proposed or current roadways, freeways or beltways, Buyer should contact Clark County Public Works or the State of Nevada Department of Transportation.

2. **ENVIRONMENTAL HAZARDS:** If any Environmental Hazard is disclosed and Buyer accepts the property, then Buyer shall HOLD SELLER AND BROKER HARMLESS FOR ANY DAMAGES OR INJURIES TO ANY PERSON AND/OR PROPERTY THAT MAY RESULT IN THE FUTURE FROM SUCH ENVIRONMENTAL HAZARD. This clause shall survive the termination of this counter offer and the Real Estate Purchase agreement.

3. **MOLD/FUNGAL DISCLOSURE:** Fungal contaminants (molds including but not limited to *Stachybotrys Chartarum*) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakages may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose fungal contaminants. Buyer may wish to obtain an inspection specifically for fungal contaminants to more fully determine the condition of the Property and its environmental status. Neither Wardley Real Estate, nor its agents are experts in the field of fungal contaminants. We strongly encourage and recommend our clients and customers to satisfy themselves as to the condition of the Property. The cost and quality of such inspections may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages under "Environmental and Ecological Services." Buyer makes the decision to purchase the Property independent of any representation of the Agents or Brokers involved in the transaction regarding fungal contaminants. Accordingly, Buyer agrees to hold harmless the Agents and Brokers in this transaction in the event any fungal contaminants are present on the Property. Buyer executes the ADDENDUM with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

4. **LEAD BASED PAINT DISCLOSURE AND ACKNOWLEDGEMENT - 24 CFR 745.113:** The Property ☐ was ☒ was not built before 1978. If the Property was built before 1978, Seller shall deliver to Buyer with this addendum (if addendum is generated by Seller) or prior to acceptance of this addendum (if addendum is generated by Buyer), the pamphlet *Protect your Family from Lead in Your Home* and a Disclosure of Information and Acknowledgement regarding Lead-Based Paint and/or Lead-Based Paint Hazards. Buyer's signature on this Addendum will serve as acknowledgement of receipt of pamphlet and disclosure and approval of said disclosure.

5. **GEOLOGICAL CONDITIONS:** Buyer is advised to consult with appropriate professionals and reference maps regarding possible geologic conditions, soil and terrain stability, seismic activity, suitability, and drainage. Some properties may be located in areas of potential seismic (earthquake) activity. Some properties may also contain "wetlands" which may restrict development. Buyer acknowledges that Wardley Real Estate, including any of its agents or salespersons should not be relied upon for any determination as to the geologic conditions of the property.

6. **ZONING:** Zoning and changes in the government's master plan may affect the Buyer's use of the Property. Buyer is responsible for verifying current or future zoning and land use restrictions. Buyer understands and agrees that the Buyer has NOT relied on any representations that the Seller, Brokers, agents or salespersons have made concerning any current or future zoning or other factors which directly or indirectly affect the Property or the surrounding properties other than those disclosures required by Nevada law. Buyer is instructed to contact the proper government or regulatory agencies to satisfy Buyer's concerns.

7. **CONTRUCTIONS AND CHARACTERISTICS OF THE VICINITY:** Southern Nevada is the home to enormous amounts of residential and commercial development and growth. There may be construction in the vicinity of the Property. Buyer acknowledges that he has not received nor relied upon any representation by either the Brokers, agents, salespersons or the Seller with respect to the condition of the Property that are not contained in the Real Estate Purchase Agreement or in the Seller's Real Property Disclosure Form. Buyer is to satisfy himself concerning this information when construction in the vicinity of the Property is a critical element of the purchase decision.

Revised 10.18.2010

Page 1 of 2

Wardley Real Estate 7670 W Lake Mead Blvd Ste 100 Las Vegas, NV 89128

Phone: (702)256-4900

Fax: (702)256-3088

Donald Marti

Maria

Produced with zipForm® by zipLogic, 18070 Platten Mtn Road, Fraser, Michigan 48226 www.ziplogic.com

DA000015

000073

8. FLOOD HAZARD ZONE AND INSURANCE: If any portion of the Property is situated in an area identified as having special flood hazards by any governmental entity, Lender may require Buyer to obtain and pay for flood insurance on the Property and its improvements. If Buyer is notified that Property is in a flood zone and/or flood insurance is required, the Buyer will have seven (7) calendar days to approve of same and agrees to furnish lender with insurance should it be required as a loan condition. In the event the Buyer does not submit written objection to the contrary within allotted time frame, this provision is deemed approved.

9. UTILITY AVAILABILITY: Buyer is advised to consult with the appropriate professionals regarding the source and availability of water, sewer and other utility services, any applicable use restrictions, and ownership rights. The Property may or may not be connected to public water and sewer, and applicable fees may not have been paid. Wells, well systems, septic tanks, and septic systems, and leach fields may need to be inspected. Septic tanks may need to be pumped.

10. RECOMMENDED SERVICES: Wardley Real Estate, its agents, salespersons, and employees are trained in the marketing of real estate. They are not trained or licensed to provide the Buyer or Seller with professional advice regarding the physical condition of any property or regarding any legal or tax matters. Accordingly, neither Wardley Real Estate nor its agents, salespersons, and employees, will make any representations or warranties regarding the physical or legal condition of any property selected by Buyer. Wardley Real Estate strongly recommends that Buyer and Seller consult his/her own design or land use professional, zoning expert, contractor, home inspector, surveyor, title insurer, pest control expert, attorney, tax specialists, estate planner, CPA, accountant, and other professionals regarding any aspect of the Subject Property or this transaction.

11. BUSINESS ARRANGEMENTS DISCLOSURE: Wardley Real Estate, in addition to representing the Seller, and/or Buyer, has a business relationship with many companies involved in the real estate buying and selling process. Those companies include but are not limited to: Mortgage Company, Home Security of America and other companies affiliated with our exclusive services program. Any fees charged by these companies are the full amount of fees due to the service/product provider for plan administration and provision of services, as well as reimbursement to Wardley Real Estate based on good faith estimates of its expenses incurred in promoting, selling, processing and advertising these services/products. There are other similar service/product providers available. You are encouraged to shop around to determine that you are receiving the best services/products and the best rate for these services/products.

WHEN COMPLETED THIS ADDENDUM/COUNTER OFFER BECOMES PART OF A LEGALLY BINDING CONTRACT. IF THE LEGAL AND/OR TAX EFFECTS OF THIS ADDENDUM OR THE UNDERLYING CONTRACT ARE NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL AND/OR TAX COUNSEL BEFORE SIGNING.

James A. Boesiger TIME: _____ ☐ AM ☐ PM DATE: 09/26/2013
☒ BUYER ☐ SELLER

Maria S. Boesiger TIME: _____ ☐ AM ☐ PM DATE: 09/26/2013
☒ BUYER ☐ SELLER

AGENT Don Marti with (Brokerage name) Wardley Real Estate
MLS Public ID# 228752 Phone # (702) 506-5033
E-mail Address: dmarti606@gmail.com

Check One: (NEVADA LAW REQUIRES THAT EVERY OFFER REGARDLESS IF IT IS ACCEPTED, COUNTERED OR REJECTED)

☒ THE UNDERSIGNED ACCEPTS THE FOREGOING ☒ ADDENDUM ☐ COUNTER OFFER, AND ALL ADDENDA, DISCLOSURES AND ATTACHMENTS.

☐ THE UNDERSIGNED ACCEPTANCE IS CONTINGENT UPON COUNTER OFFER # _____ DATED _____.

☐ THE UNDERSIGNED REJECTS THE FOREGOING ☐ ADDENDUM ☐ COUNTER OFFER.

Jaime M. Damaso TIME: _____ ☐ AM ☐ PM DATE: 9/26/2013
☐ BUYER ☒ SELLER

Constancia G. Damaso TIME: _____ ☐ AM ☐ PM DATE: 9/26/2013
☐ BUYER ☒ SELLER

AGENT Don Marti with (Brokerage name) Wardley Real Estate
MLS Public ID# 228752 Phone # (702) 506-5033
E-mail Address: dmarti606@gmail.com

Revised 10.18.2010

Page 2 of 2

Printed with zfpForm9 by zfpLogic 16070 Ffrees Mills Road, Fraser, Michigan 48025 www.zfp.com

Marti

DA000016

000074

EXHIBIT B

000075

EXHIBIT C

000077

APPRAISAL OF REAL PROPERTY

LOCATED AT:

5015 Adrian Fog Avenue
Highlands Ranch Unit 3, Plat Book 129, Page 27, Lot 51
Las Vegas, NV 89141

FOR:

Guild Mortgage
8915 S Pecos Road
Henderson, NV 89074

AS OF:

10/09/2013

BY:

Travis T. Gilko

Uniform Residential Appraisal Report

FHA # 332-6827666
File # 1206476 OR#3544029

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 5015 Adrian Fog Avenue City Las Vegas State NV Zip Code 89141
Borrower Boesiger, James Owner of Public Record Demaso, Jaime & Constanca County Clark

Legal Description Highlands Ranch Unit 3, Plat Book 129, Page 27, Lot 51
Assessor's Parcel # 176-25-511-025 Tax Year 2013 R.E. Taxes \$ 2,879
Neighborhood Name Highlands Ranch Map Reference Metro Map 83-F3 Census Tract 0058.33

Occupant ☐ Owner ☐ Tenant ☒ Vacant Special Assessments \$ 0 ☒ PUD HOA \$ 15 ☐ per year ☒ per month

Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)

Assignment Type ☒ Purchase Transaction ☐ Refinance Transaction ☐ Other (describe)

Lender/Client Guild Mortgage Address 8915 S Pecos Road, Suite 19B, Henderson, NV 89074

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? ☒ Yes ☐ No

Report data source(s) used, offering price(s), and date(s). DOM 135; GLVAR MLS#1346354, Clark County Assessor. The subject was listed for \$353,000 as of 05/14/2013 then reduced to \$343,000 09/12/2013. The subject is currently in a contingent status as of 09/27/2013.

I ☒ did ☐ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale; Analysis of the contract of sale revealed a sales price of \$337,000 which was agreed on 09/26/2013. The contract revealed no seller contributions towards buyers closing costs.

Contract Price \$ 337,000 Date of Contract 09/26/2013 Is the property seller the owner of public record? ☒ Yes ☐ No Data Source(s) Assessor, Contract

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? ☐ Yes ☒ No

If Yes, report the total dollar amount and describe the items to be paid. \$0;

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Location ☐ Urban ☒ Suburban ☐ Rural Property Values ☒ Increasing ☐ Stable ☐ Declining PRICE AGE One-Unit 60 %
Built-Up ☐ Over 75% ☒ 25-75% ☐ Under 25% Demand/Supply ☒ Shortage ☐ In Balance ☐ Over Supply \$ (000) (yrs) 2-4 Unit 5 %
Growth ☐ Rapid ☒ Stable ☐ Slow Marketing Time ☒ Under 3 mths ☐ 3-6 mths ☐ Over 6 mths 200 Low 0 Multi-Family 5 %

Neighborhood Boundaries The Subject's Market is bounded to the North by Blue Diamond Road, South by 500 High 12 Commercial 5 %
Starr Avenue, East by Decatur Blvd, and West by Union Pacific RR. 335 Prod. 10 Other 25 %

Neighborhood Description The subject is located within close proximity to recreational facilities as well as parks. Employment centers are close by along with schools and major highways. No adverse factors affecting marketability were noted at time of inspection. Commercial uses are located along main routes and have no negative impact.

Market Conditions (including support for the above conclusions) Market activity is increasing at this time. Prices appear to be increasing and buyer demand is strong. Units typically sell within 1-90 day time frame if competitively priced and marketed properly. Conventional government financing is readily available with no apparent negative impact on value. Loan discounts, interest buydowns, and concessions are typical.

Dimensions Refer to Plat Map Area 4,356 SF Shape Rectangular View A/Pw/Ln;

Specific Zoning Classification R-2 Zoning Description Medium Density Residential (Up to 8 Units Per Acre)

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)

Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private

Electricity ☒ ☐ Water ☒ ☐ Street Asphalt ☒ ☐
Gas ☒ ☐ Sanitary Sewer ☒ ☐ Alley None ☐ ☐

FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 32003C2565D FEMA Map Date 11/16/2011

Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe

Are there any adverse site conditions or external factors (sewerage, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe

The appraiser has no knowledge of any environmental conditions and is not an expert in environmental assessments.

Units ☒ One ☐ One with Accessory Unit ☒ Concrete Slab ☐ Crawl Space Foundation Walls Cons./Good Floors Tile, Wood, Cpt/Gd
of Stories 3 ☐ Full Basement ☐ Partial Basement Exterior Walls Stucco/Good Walls Driveway/Good
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit Basement Area 0 sq.ft. Roof Surface Tile/Good Trim/Finish Wood/Good
☒ Existing ☐ Proposed ☐ Under Const. Basement Finish 0 % Gutters & Downspouts O/H/Good Bath Floor Tile/Good
Design (Style) SW/Medit ☐ Outside Entry/Exit ☐ Sump Pump Window Type Alum Slid/Good Bath Wainscot C.Mble/Good
Year Built 2009 Evidence of ☐ Infestation None Obsv Storm Sash/Insulated Thermal/Good Car Storage ☐ None
Effective Age (Yrs) 1 ☐ Dampness ☐ Settlement Screens Yes/Good ☒ Driveway # of Cars 2
Attic ☐ None Heating ☒ FWA ☐ HWBB ☐ Radiant Amenities ☐ Woodstove(s) # 0 Driveway Surface Brick Pavr
☐ Drop Stair ☐ Stairs ☐ Other Fuel Gas ☒ Fireplace(s) # 1 ☒ Fence Block ☒ Garage # of Cars 2
☐ Floor ☒ Scuttle Cooking ☒ Central Air Conditioning ☒ Patio/Deck Brick ☐ Porch None ☐ Carport # of Cars 0
☐ Finished ☐ Heated ☐ Individual ☐ Other ☐ Pool None ☒ Other Balcony ☒ Att. ☐ Det. ☐ Built-In

Appliances ☒ Refrigerator ☒ Range/Oven ☒ Dishwasher ☒ Disposal ☒ Microwave ☐ Washer/Dryer ☐ Other (describe)

Finished area above grade contains: 9 Rooms 4 Bedrooms 3.1 Bath(s) 3,002 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.). Tankless water heater, rear fenced yard. The subject is adequately maintained resulting an effective age of 1 year.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3: No updates in the prior 15 years; The subject is considered to be of average quality construction, in overall good condition. No functional inadequacies observed at time of inspection with exception to any items that may be noted within the Supplemental Addendum. Physical depreciation calculated using the age/life method. Roof cover appears to be in good condition. Floor plan is adequate. External obsolescence noted and adjusted within the sales comparison grid due to the subjects close proximity to power lines.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe

Uniform Residential Appraisal Report

FHA # 332-5827666

File # 1206478 CR#3544029

There are 12 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 299,790 to \$ 399,000	
There are 19 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 284,900 to \$ 390,000	
FEATURE	SUBJECT
Address	5223 Tulip Hill Avenue Las Vegas, NV 89141
Proximity to Subject	0.28 miles NW
Sale Price	\$ 337,000
Sale Price/Gross Liv. Area	\$ 112.26 sq.ft.
Data Source(s)	DOO #2013071502018;DOM Unk
Verification Source(s)	APN # 178-25-512-143
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	Arm Lth
Concessions	Unkn;0
Date of Sale/Time	s07/13;c07/13
Location	N;Res;
Leasehold/Fee Simple	Fee Simple
Site	4,358 SF
View	A;Pwrln;
Design (Style)	SWMedit
Quality of Construction	Q4
Actual Age	4
Condition	C3
Above Grade	Total Bdrms. Baths
Room Count	9 4 3.1
Gross Living Area	3,002 sq.ft.
Basement & Finished	0sf
Rooms Below Grade	0sf
Functional Utility	Average
Heating/Cooling	GFWA/Cent
Energy Efficient Items	None Known
Garage/Carport	Garage 2
Porch/Patio/Deck	Brick Pat, Balc
Fireplace	FP 1
Int/Ext Features/Upgrades	Good
Pool, Spa	No Pool, No Spa
Net Adjustment (Total)	\$ 11,982
Adjusted Sale Price of Comparables	\$ 340,197
<input checked="" type="checkbox"/> did <input type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain	
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
Data Source(s) Clark County Assessor, GLVAR MLS	
My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.	
Data Source(s) Clark County Assessor, GLVAR MLS	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).	
ITEM	SUBJECT
Date of Prior Sale/Transfer	03/28/2011
Price of Prior Sale/Transfer	\$350,000
Data Source(s)	Clark County Assessor
Effective Date of Data Source(s)	10/09/2013
Analysis of prior sale or transfer history of the subject property and comparable sales	
The subject and sales has not been sold within the last 3 years and the comparables have not been sold within the last year except as given in the grid of the sales comparison approach.	
Summary of Sales Comparison Approach The subject's design, size, age, and maintenance level is compatible with the neighborhood. The closed sales displayed in the analysis were considered to be the most comparable to the subject and the best indicators of value for the subject. They are all considered reasonable purchase alternatives. A reasonable alternative reflects the economic principle of "substitution" whereby a well informed or well advised purchaser will pay no more for a property than the cost of acquiring an equally desirable substitute. Dollar adjustments are an estimate reflecting the market's reaction to the difference in the properties, not necessarily the cost of the difference. A "none noted" entry indicates that the appraiser could not ascertain the existence or non-existence of that amenity and accordingly no adjustments were made. Sites typical in size and utility were not adjusted for their square foot differences. In estimating market value each comparable was given equal consideration after market recognized adjustments were made.	
Indicated Value by Sales Comparison Approach \$ 340,000	
Indicated Value by: Sales Comparison Approach \$ 340,000 Cost Approach (if developed) \$ 378,298 Income Approach (if developed) \$	
Greatest consideration on Sales Comparison Analysis as the action of buyers and sellers are reflected therein. The Cost Analysis is not applicable with the exception of FHA financing of homes new to 12 months old. When provided, it is per lender request or information only.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal is made "As is" and is 100% complete. No personal property is included in the final value estimate.	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 340,000, as of 10/09/2013, which is the date of inspection and the effective date of this appraisal.	

Uniform Residential Appraisal Report

FHA # 332-5827686
File # 1206478 OR#3544029

SEE ATTACHED ADDENDUM

ADDITIONAL COMMENTS

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The abstraction method was used to determine site value due to the lack of available land sales.

COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	\$ 60,000
	Source of cost data: Marshall and Swift Residential Cost Handbook	DWELLING 3,002 Sq.Ft. @ \$ 89.56	\$ 268,869
	Quality rating from cost service: Good Effective date of cost data: 12/2009	0 Sq.Ft. @ \$	
	Comments on Cost Approach (gross living area calculations, depreciation, etc.):	Lump Sum Built-ins	\$ 42,500
	Cost approach loses reliability as age and depreciation increase. No	Garage/Carport 427 Sq.Ft. @ \$ 23.50	\$ 10,035
	External or functional obsolescence observed at time of inspection.	Total Estimate of Cost-New x 1.07	\$ 321,394
	Physical depreciation was calculated using the age-life method. See attached sketch addendum for the square foot calculations. Currently the cost approach is not a reliable indicator of value due to the decline of market conditions in the Las Vegas Valley. Construction costs are often higher than current market values.	Less Physical Depreciation 4,595	\$ (8,095)
		Less Functional Depreciation 3,500	\$ (313,298)
		Depreciated Cost of Improvements	\$ 313,298
		"As-Is" Value of Site Improvements	\$ 15,000
Estimated Remaining Economic Life (HUD and VA only) 69 Years	INDICATED VALUE BY COST APPROACH	\$ 378,298	

INCOME	Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM)			

PUD INFORMATION	Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Unit type(s) <input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached		
	Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.		
	Legal Name of Project		
	Total number of phases	Total number of units	Total number of units sold
	Total number of units rented	Total number of units for sale	Data source(s)
	Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.		
	Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source		
	Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.		
	Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.		
	Describe common elements and recreational facilities.		

Uniform Residential Appraisal Report

FHA # 332-5627666
File # 1206478 OR#3544029

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

FHA # 332-5827686
File # 1206478 OR#3544029**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

FHA # 332-5827686
File # 1206478 OR#3544029

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Signature]
Name Travis P. Gilko
Company Name Desert Appraisals, LLC
Company Address 2595 E Chandler Avenue, Suite 17
Las Vegas, NV 89120
Telephone Number (702) 730-2989
Email Address travis@desertappraisalsnv.com
Date of Signature and Report 10/09/2013
Effective Date of Appraisal 10/09/2013
State Certification # A-0005721-CR
or State License # _____
or Other (describe) _____ State # _____
State NV
Expiration Date of Certification or License 12/31/2014

ADDRESS OF PROPERTY APPRAISED

5015 Adrian Fog Avenue
Las Vegas, NV 89141

APPRAISED VALUE OF SUBJECT PROPERTY \$ 340,000

LENDER/CLIENT

Name Scidit
Company Name Guild Mortgage
Company Address 8915 S Pecos Road, Suite 19B, Henderson,
NV 89074
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Uniform Residential Appraisal Report

FHA # 332-5827865
File # 1208478 OR#3544029

FEATURE	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Address	5015 Adrian Fog Avenue Las Vegas, NV 89141	10874 Vineyard Pass Street Las Vegas, NV 89141	5489 Valensole Avenue Las Vegas, NV 89141	
Proximity to Subject		1.39 miles SW	1.62 miles S	
Sale Price	\$ 337,000	\$ 325,000	\$ 370,000	
Sale Price/Gross Liv. Area	\$ 112.26 sq.ft.	\$ 104.97 sq.ft.	\$ 125.30 sq.ft.	\$ sq.ft.
Data Source(s)		GLVAR MLS #1351547;DOM 91	GLVAR MLS #1375655;DOM 4	
Verification Source(s)		APN # 176-36-213-011	APN # 178-36-811-033	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		ArmLth	ArmLth	
Concessions		Conv;0	Conv;0	
Date of Sale/Time		09/13;08/13	09/13;08/13	
Location	N;Res;	N;Res;	N;Res;	
Leasethold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Site	4,956 SF	5,863 SF	6,712 SF	
View	A/PwrLn;	N;Res;	N;Res;	
Design (Style)	SWMedIt	SWMedIt	SWMedIt	
Quality of Construction	Q4	Q4	Q4	
Actual Age	4	11	12	
Condition	C3	C3	C3	
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	8 4 3.1	8 4 3.0	8 4 3.0	8 4 3.0
Gross Living Area	3,002 sq.ft.	3,096 sq.ft.	2,953 sq.ft.	sq.ft.
Basement & Finished	0sf	0sf	0sf	
Rooms Below Grade				
Functional Utility	Average	Average	Average	
Heating/Cooling	GFWA/Cent	GFWA/Cent	GFWA/Cent	
Energy Efficient Items	None Known	None Known	None Known	
Garage/Carport	Garage 2	Garage 3	Garage 3	
Porch/Patio/Deck	Brick Pat, Balc	Cov Patio, Balc	Covered Patio	
Fireplace	FP 1	No FP	No FP	
Int/Ext Features/Upgrades	Good	Similar	Similar	
Pool, Spa	No Pool, No Spa	No Pool, No Spa	Pool, Spa	
Net Adjustment (Total)		\$ 4,300	\$ -22,890	
Adjusted Sale Price				
Gross Adj. of Comparables	Net Adj. 1.3 % Gross Adj. 6.2 %	Net Adj. 6.2 % Gross Adj. 12.7 %	Net Adj. % Gross Adj. %	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	03/28/2011			
Price of Prior Sale/Transfer	\$350,000			
Data Source(s)	Clark County Assessor	Clark County Assessor	Clark County Assessor	
Effective Date of Data Source(s)	10/09/2013	10/09/2013	10/09/2013	
Analysis of prior sale or transfer history of the subject property and comparable sales				
Analysis/Comments				

Additional Listings

FHA # 332-8827686

File # 1206478 OR#3544029

FEATURE		SUBJECT		LISTING # 1		LISTING # 2		LISTING # 3	
Address		5015 Adrian Fog Avenue Las Vegas, NV 89141		5188 Bohnle Doon Lane Las Vegas, NV 89141		9686 Kirkland Ranch Court Las Vegas, NV 89139			
Proximity to Subject				0.27 miles SW		0.83 miles NW			
List Price		\$ 349,000		\$ 329,000		\$ 369,500		\$	
List Price/Gross Liv. Area		\$ 114.28 sq.ft.		\$ 124.77 sq.ft.		\$ 123.58 sq.ft.		\$ sq.ft.	
Last Price Revision Date		09/12/2013		09/12/2013		08/08/2013			
Data Source(s)				GLVAR MLS #1374580		GLVAR MLS #1372467			
Verification Source(s)				APN # 176-25-612-038		APN # 176-24-411-041			
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+		+	
Sales or Financing		N/A		N/A		N/A			
Concessions		N/A		N/A		N/A			
Days on Market		54		Active Listing		62		Active Listing	
Location		N/Res;		N/Res;		N/Res;			
Leasehold/Fee Simple		Fee Simple		Fee Simple		Fee Simple			
Site		4,356 SF		4,792 SF		10,454 SF		-8,500	
View		A/PwrLn;		A/PwrLn;		A/CtyStr;		0	
Design (Style)		SWMedit		SWMedit		SWMedit			
Quality of Construction		Q4		Q4		Q4			
Actual Age		4		1		2		0	
Condition		C3		C3		C3			
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count		9 4 3.1		8 4 3.1		9 4 2.1		+3,000	
Gross Living Area		3,002 sq.ft.		2,644 sq.ft.		+14,320		2,990 sq.ft.	
Basement & Finished Rooms Below Grade		0sf		0sf		0sf			
Functional Utility		Average		Average		Average			
Heating/Cooling		GFWA/Cent		GFWA/Cent		GFWA/Cent			
Energy Efficient Wms		None Known		None Known		None Known			
Garage/Carport		Garage 2		Garage 2		Garage 2			
Porch/Patio/Deck		Brick Pat, Balc		Brick Pat, No Blc		+2,000		Brick Pat, No Blc	
Fireplace		FP 1		No FP		+1,500		No FP	
Int/Ext Features/Upgrades		Good		Similar		0		Similar	
Pool, Spa		No Pool, No Spa		No Pool, No Spa		No Pool, No Spa			
Net Adjustment (Total)				+ 17,820		+ 369,500			
Adjusted List Price of Comparables				Net 5.4 %		Net 3.5 %		Net %	
				Gross 5.4 %		Gross 3.5 %		Gross %	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 9).									
ITEM		SUBJECT		LISTING # 1		LISTING # 2		LISTING # 3	
Date of Prior Sale/Transfer		03/28/2011		03/28/2013					
Price of Prior Sale/Transfer		\$350,000		\$258,910					
Data Source(s)		Clark County Assessor		Clark County Assessor		Clark County Assessor			
Effective Date of Data Source(s)		10/09/2013		10/09/2013		10/08/2013			
Comments:									

March 2005

Market Conditions Addendum to the Appraisal Report

FHA # 332-5827666

File No. 1206478 OR#3544029

The purpose of this addendum is to provide the lender/buyer with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 5015 Adrian Fog Avenue

City Las Vegas

State NV

ZIP Code 89141

Borrower Boesiger, James

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	8	4	9	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	1.00	1.33	3.00	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings			12			
Months of Housing Supply (Total Listings/Ab. Rate)			4.0			
	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	320,000	320,000	340,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	40	79	17	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price	N/A	N/A	340,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	N/A	N/A	47	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Sale Price as % of List Price	N/A	N/A	100%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining

Seller (developer, builder, etc.) paid financial assistance prevalent? ☒ Yes ☐ No

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, concessions, etc.). Seller concessions, loan discounts, and interest buydown trends for the past 12 months are typically 1-5% for single-family and condominium sales.

Are foreclosure sales (REO sales) a factor in the market? ☒ Yes ☐ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Foreclosure (REO sales), short sales, and currently traditional arms-length transactions are the majority of the closed sales, active listings, and pending sales within the Las Vegas Valley. REO sales and traditional arms-length transactions are dictating the current market values and are typically priced similar if in similar condition in order to compete. However, short sales are still the majority of contingent sales within the Las Vegas Valley and typically sell lower than REO and traditional arms-length transactions.

Are data sources for above information. Clark County Assessor, GLVAR MLS

N/A (not available) data entries are due to insufficient data from the Las Vegas MLS data source.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The neighborhood sales and listing research/analysis has been expanded outside the subjects immediate subdivision due to the lack of recent comparable sales and listings directly inside the subjects subdivision at time of inspection. The outside subdivisions utilized to gather data and research are comparable to the subjects subdivision with homes of similar design, appeal, quality, and marketability. This is common to utilize sales outside the subjects subdivision within the Las Vegas Valley as the competing subdivisions are typically located within a two mile radius from the subject property. The subject and competing subdivisions used to provide support for gathering data within this report including recent closed sales, active listings, pending, and contingent sales are outlined within the neighborhood boundaries located on page one of the URAR.

See URAR addendum for current market condition statistics

If the subject is a unit in a condominium or cooperative project, complete the following:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings						
Months of Unit Supply (Total Listings/Ab. Rate)						

Are foreclosure sales (REO sales) a factor in the project? ☐ Yes ☐ No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature: Travis T. Gliko
Appraiser Name
Company Name Desert Appraisals, LLC
Company Address 2595 E Chandler Avenue, Suite 17, Las Vegas, NV
State License/Certification # A.0005721-CR State NV
Email Address travie@desertappraisals.com

Signature
Supervisory Appraiser Name
Company Name
Company Address
State License/Certification #
Email Address

Supplemental Addendum

File No. 1206478 OR#3544029

Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV
Lender	Guild Mortgage			Zip Code	89141

FEE DISCLOSURE:

Appraiser Fee: \$325.00

Solidifi Appraisal Management Fee: \$75.00

INTENDED USER:

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and the Definition of Market Value. No additional intended Users are identified by the appraiser.

SUBJECT FEATURES:

The subject was a former model home that is highly upgraded to include:
 Tile flooring, wood flooring, barbar carpet, granite kitchen countertops, tumbled marble backsplash, upgraded cabinets throughout, stainless steel appliances, coffered ceilings, upgraded baseboards, upgraded fixtures, security system, surround sound, tankless water heater, central vac, epoxy garage floor, brick paver driveway and patio, balcony, and professional landscaping with synthetic grass.

COMPARABLE SALES AND LISTING ANALYSIS:

The appraiser's comparable search parameters are as follows:

Single-family two or three story homes within the subjects subdivision and market area ranging in square footage from 2,500SF to 3,500SF built between 2000 to 2013. The closed sales displayed in the analysis were considered to be the most comparable to the subject and the best indicators of value for the subject. They are all considered reasonable purchase alternatives. A reasonable alternative reflects the economic principle of "substitution" whereby a well informed or well advised purchaser will pay no more for a property than the cost of acquiring an equally desirable substitute. Dollar adjustments are an estimate reflecting the market's reaction to the difference in the properties, not necessarily the cost of the difference. Sale #3, #4, #5 were utilized due to the lack of recent comparable sales within a mile distant from the subject property at time inspection. They are located within competing neighborhoods with homes of similar design, appeal, quality, and marketability.

CONDITION AND ADJUSTMENTS:

Comparable properties that have a 100sf variance to the subject property are adjusted \$40 per square foot.
 Comparable properties that have a 1,000sf lot variance to the subject are adjusted accordingly within the sales comparison grid. The comparable sales were given a increasing time adjustment of 0.3% per month from contract date to effective date due to the increasing market activity at time of inspection. Percentage based on the GLVAR MLS and 1004MC stats.

SQUARE FOOTAGE DIFFERENCE:

The Assessor and MLS Listing have a documented 3,533SF of living area for the subject property. This is incorrect as the subject was a former model home with the garage converted to office space. It has since been converted back to the original floor plan with a 2 car garage but the Assessor and MLS still have the garage space as living area. The appraisers appox. measurements with the 2 car garage is 3,002SF. This appears to be the correct living square footage as verified with the builders floor plan. Therefore, the appraiser will utilize the appraisers appox measurements within the context of this report.

EXTERNAL OBSOLESCENCE:

External obsolescence noted and adjusted within the sales comparison grid due to the subjects close proximity to power lines.

COST APPROACH:

Cost approach loses reliability as age and depreciation increase. No functional obsolescence observed at time of inspection. Physical depreciation was calculated using the age/life method. See attached sketch addendum for the square foot calculations. Currently the cost approach is not a reliable indicator of value due to the decline of market conditions in the Las Vegas Valley. Construction costs are often higher than current market values.

INCOME APPROACH:

The subject is owner occupied, therefore, the income approach was not developed as it does not pertain to this appraisal assignment.

PRESENT LAND USE:

The subject is located within close proximity to recreational facilities as well as parks. Employment centers are close by along with schools and major highways. No adverse factors affecting marketability were noted at time of inspection. Commercial uses are located along main routes and have no negative impact. 25% other present land use consists of vacant land, parks and recreation areas, schools.

SELLER CONTRIBUTIONS:

0-3% seller contributions are typical sales concessions within the subjects market area. Any contributions that exceed 3% are given adjustments within the sales comparison grid.

LIST TO SALE RATIOS:

Currently adjustments for "list to sale" ratio is not relevant due to most properties having multiple bid offers and often selling higher than the original list price. Cash offers are also often accepted in preference to financing and sellers are willing to accept less than list due to not having financing involved in the transaction. It is impossible to determine which type of transaction will occur and therefore there is not a consistent ratio available to apply to the listings.

PREDOMINATE VALUE:

The appraiser is aware the final value estimate is higher than that of the estimated predominant neighborhood value, however, there are homes within the subject's market area that are higher than the subject in value. It is the opinion of the appraiser that the subject is not an over-improvement for it's neighborhood.

EXPOSURE TIME:

Estimated exposure time ranges from 1-90 days on market.

PRIOR SERVICES:

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

Supplemental Addendum

File No. 1206478 OR#3544029

Borrower/Client	Boestger, James		
Property Address	5015 Adrian Fog Avenue		
City	Las Vegas	County Clerk	State NV Zip Code 89141
Lender	Guild Mortgage		

ADDITIONAL COMMENTS:

This appraisal report is not a home inspection, the appraiser only performed a visual inspection of accessible areas and that the appraisal cannot be relied upon to disclose conditions and/or defects in the property. A visual inspection of the scutlle was performed and no adverse conditions were observed. The utilities were on at time of inspection and appeared to be in working condition. The subject has an upgraded tankless water heater which does not require safety straps. The subject property is in overall good condition and meets the minimum FHA/HUD requirements with exception to any items that may be noted within the Supplemental Addendum.

ELECTRONIC SIGNATURE:

The electronic signature, which has been securely affixed to this report, carries the same level of authenticity as a traditional signature.

MARKET CONDITIONS:

Market activity is increasing at this time due to the lack of inventory within the subjects market area. Prices appear to be increasing and buyer demand is strong. Units typically sell within 1-90 day time frame if competitively priced and marketed properly. Conventional government financing is readily available with no apparent negative impact on value. Loan discounts, interest buydowns, and concessions are typical.

GREATER LAS VEGAS ASSOCIATION OF REALTORS REPORTS:

LAS VEGAS – An 18-month run of rising local home prices showed no signs of slowing down in July, according to statistics released today by the Greater Las Vegas Association of REALTORS® (GLVAR).
 "Local home prices have been going up since February of 2012 and are now rising faster than anywhere else in the country," said GLVAR President Dave Tina, a longtime local REALTOR®. "Looking back, the median price of an existing single-family home sold here in Southern Nevada bottomed out at \$118,000 in January of 2012. Now it's up to \$180,000. We keep expecting these price increases to slow down at some point, but it hasn't happened yet."
 The median price of an existing single-family home sold in Southern Nevada during July was \$180,000, up 2.9 percent from \$175,000 in June and up 35.3 percent from \$133,000 one year ago. Even with this recent appreciation, Tina pointed out that "home prices still have a long way to go to catch up to where they were during our peak," when the median local home price hit \$315,000 in June 2006. Meanwhile, the median price of local condominiums and townhomes sold in July was \$91,500, up 6.4 percent from \$86,000 in June and up 37.6 percent from \$66,500 one year ago. Like last month, Tina welcomed a modest increase in the number of homes listed for sale, though he said the local housing supply is still far too tight to meet demand. GLVAR has also been tracking an increasing number of homes sold by "traditional" sellers – as opposed to lenders, who are responsible for the short sales and foreclosures that dominated the market a few years ago. In July, Tina said "traditional" sales accounted for a recent high of 64 percent of all local home sales. As in past months, GLVAR has also been reporting fewer foreclosures and short sales – which occur when a lender agrees to sell a home for less than what the borrower owes on the mortgage. In July, 28.0 percent of all existing home sales were short sales, down from 31.0 percent in June. Another 8.0 percent of all July sales were bank-owned properties, down from 9.0 percent of all sales in June. The remaining 64 percent of all sales were the traditional type, up from 60 percent in June. Tina expects short sales to continue being a factor in the local housing market this year, primarily because the federal Mortgage Forgiveness Debt Relief Act is set to expire Dec. 31, 2013. Barring any further extensions, any amount of money a bank writes off in agreeing to sell a home as part of a short sale starting in 2014 may become taxable when sellers file their income taxes. GLVAR said the total number of existing local homes, condominiums and townhomes sold in July was 3,633. That's down slightly from 3,642 in June, but up from 3,572 total sales in July 2012. Compared to June, single-family home sales during July decreased by 0.7 percent, while sales of condos and townhomes increased by 1.9 percent. Compared to one year ago, single-family home sales were up 1.8 percent, while condo and townhome sales were up 1.3 percent. The total number of properties listed for sale on GLVAR's Multiple Listing Service increased in July, with 14,133 single-family homes listed for sale at the end of the month. That's up 2.8 percent from 13,750 single-family homes listed for sale at the end of June, but down 16.6 percent from last year. GLVAR reported a total of 3,479 condos and townhomes listed for sale on its MLS in July, up 0.9 percent from 3,448 listed in June, but down 7.4 percent from one year ago. GLVAR also reported more available homes listed for sale without any sort of pending or contingent offer. By the end of July, GLVAR reported 4,681 single-family homes listed without any sort of offer. That's up 22.3 percent from 3,828 such homes listed in June and up 9.0 percent from one year ago. For condos and townhomes, the 1,609 properties listed without offers in July represented a 9.9 increase from 1,484 such properties listed in June and a 31.5 percent increase from one year ago. In July, GLVAR reported that 54.5 percent of all existing local homes sold were purchased with cash. That's down from 55.3 percent in June and down from the peak of 59.5 percent set in February. Since 2011, cash buyers have accounted for more than half of all existing local home sales. The median price of bank-owned homes sold in July was \$172,950, up from \$163,750 in June. The median price of homes sold as part of a short sale in July was \$149,000, up from \$145,600 in June. These GLVAR statistics include activity through the end of July 2013. GLVAR distributes such statistics each month based on data collected through its MLS, which does not necessarily account for newly constructed homes sold by local builders or for sale by owners. Other highlights include: The monthly value of local real estate transactions tracked through the MLS during July decreased by 0.7 percent for homes to nearly \$549 million. For condos and townhomes, the total value of all sales in July was more than \$110 million, up 21.4 percent from June. Compared to one year ago, total sales volumes in July were up 31.0 percent for homes and up 70.0 percent for condos and townhomes. In July, 77.9 percent of all local homes and 76.3 percent of all condos and townhomes sold within 60 days. That compares to June, when 76.6 percent of all local homes and 71.6 percent of all condos and townhomes sold within 60 days.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions**C1**

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions**Q1**

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UAD Version 9/2011 (Updated 4/2012)

Form UADDEFNE1 — "WinTOTAL" appraisal software by a la mode, Inc. — 1-800-ALAMODE

DA000078

000090

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM*(Source: Fannie Mae UAD Appendix D; UAD Field-Specific Standardization Requirements)***Quality Ratings and Definitions (continued)****Q3**

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled**Not Updated**

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is "Not Updated" may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM
(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Abbreviations Used in Data Standardization Text

ac	Acres	Area, Site
AdjPrk	Adjacent to Park	Location
AdjPwr	Adjacent to Power Lines	Location
A	Adverse	Location & View
ArmLth	Arm Length Sale	Sale or Financing Concessions
ba	Bathroom(s)	Basement & Finished Rooms Below Grade
br	Bedroom	Basement & Finished Rooms Below Grade
B	Beneficial	Location & View
Cash	Cash	Sale or Financing Concessions
CtySky	City View Skyline View	View
CtyStr	City Street View	View
Comm	Commercial Influence	Location
c	Contracted Date	Date of Sale/Time
Conv	Conventional	Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions
DOM	Days On Market	Data Sources
e	Expiration Date	Date of Sale/Time
Estate	Estate Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions
gfcse	Golf Course	Location
Glfw	Golf Course View	View
Ind	Industrial	Location & View
In	Interior Only Stairs	Basement & Finished Rooms Below Grade
Lncll	Landfill	Location
LtdSght	Limited Slight	View
Listing	Listing	Sale or Financing Concessions
Mtn	Mountain View	View
N	Neutral	Location & View
NonArm	Non-Arms Length Sale	Sale or Financing Concessions
BsyRd	Busy Road	Location
o	Other	Basement & Finished Rooms Below Grade
Prk	Park View	View
Pstrl	Pastoral View	View
PwrLn	Power Lines	View
PubTrn	Public Transportation	Location
rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Relo	Relocation Sale	Sale or Financing Concessions
REQ	REQ Sale	Sale or Financing Concessions
Res	Residential	Location & View
RH	USDA - Rural Housing	Sale or Financing Concessions
s	Settlement Date	Date of Sale/Time
Short	Short Sale	Sale or Financing Concessions
sf	Square Feet	Area, Site, Basement
sgm	Square Meters	Area, Site
Unk	Unknown	Date of Sale/Time
VA	Veterans Administration	Sale or Financing Concessions
w	Withdrawn Date	Date of Sale/Time
wo	Walk Out Basement	Basement & Finished Rooms Below Grade
wu	Walk Up Basement	Basement & Finished Rooms Below Grade
WtrFr	Water Frontage	Location
Wtr	Water View	View
Woods	Woods View	View

Other Appraiser-Defined Abbreviations

[illegible]

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE REAL ESTATE DIVISION NOT TRANSFERABLE

THIS IS CERTIFICATE **TRAVIS CLIKO** **Certificate Number A-0003721-CR**

is duly authorized to act as a CERTIFIED RESIDENTIAL APPRAISER from the issue date to the expiration date of the business subject state of Nevada, unless the certificate is sooner revoked, suspended, withdrawn, or

Annulled.


Issued on December 04, 2012 Expires on December 01, 2014

I, the Director of the Department of Business and Industry, Real Estate Division, by virtue of the authority vested in me by Chapter 640 of the Nevada Revised Statutes, have issued this Certificate to be signed with its Great Seal of the State. This certificate is to be prominently displayed in place of business.

FOR THE APPRAISER'S USE: **REAL ESTATE DIVISION**

2012 CHANDLER STREET **GAIL J. ANDERSON**

LAS VEGAS, NV 89104 *Director*



Real Estate Appraisers Professional Liability



Date Issued	Policy Number	Previous Policy Number
07/12/2013	LI0010692-000	LI0010692-000

LIBERTY INSURANCE UNDERWRITERS, INC.

(A Stock Insurance Company, hereinafter the "Company")
 35 Water Street, 18th Floor
 New York, NY 10041

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Form

DECLARATIONS

1. Certificate ID: 159511 Named Insured: DESERT APPRAISALS, LLC Travis S. Ikin / Steven Proffner 2995 E. Chandler Avenue Suite 17 Las Vegas, NV 89120		
2. Policy Period: From: 07/21/2013 For: 07/21/2014 To: 01/31/2015 Initial 24-Hour Elimination Time at the address listed in Item 1.		
3. Indemnity Limit: \$1,000,000	Each Claim	
4. Retroactive Date: 07/21/2006		
5. Inception Date: 07/21/2013		
6. Limits of Liability: A. \$1,000,000 Each Claim B. \$1,000,000 Aggregate		The Limit of Liability for Each Claim and for the Aggregate is reduced by Damages and Claims Expenses as defined in this Policy.
7. Mail all notices, including notice of claim, to Agent		LIA Administrator & Insurance Services 1600 Annapolis Street Suite 1000, Columbia, MD 21046 (410) 304-0632 Fax (410) 304-0632
8. Annual Premium: \$1,707.00		
9. Number of Appraisers: 2		
10. Forms attached as follows: LIA002 (10/11) LIA01 (08/11) LIA012 (08/11) LIA015 (03/10) LIA016 (03/10) #2 OFAC (03/09)		

This Declaration Page together with the completed and signed Policy Application including all attachments, exhibits, terms, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

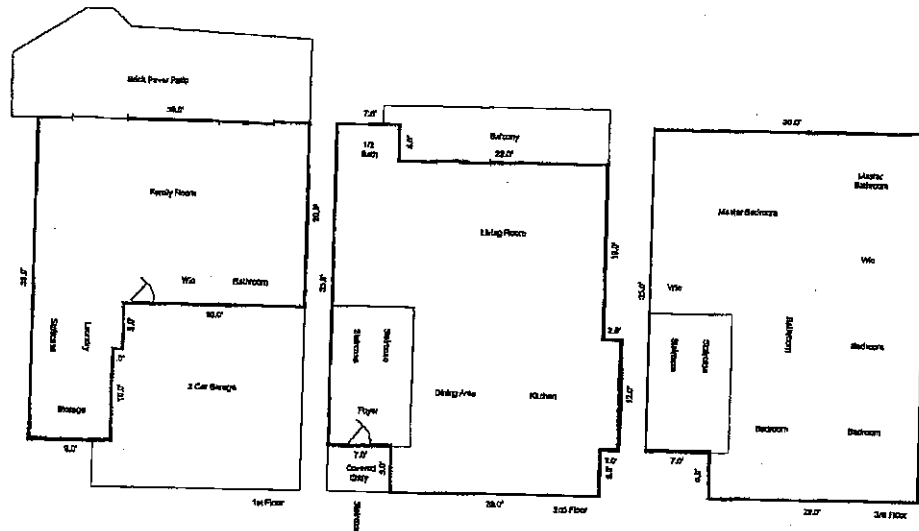
By:

Authorized Signature

LIAD01 (04/10)

Building Sketch

Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV Zip Code 89141
Lender	Guind Mortgage				



Sketch by Apex IV™

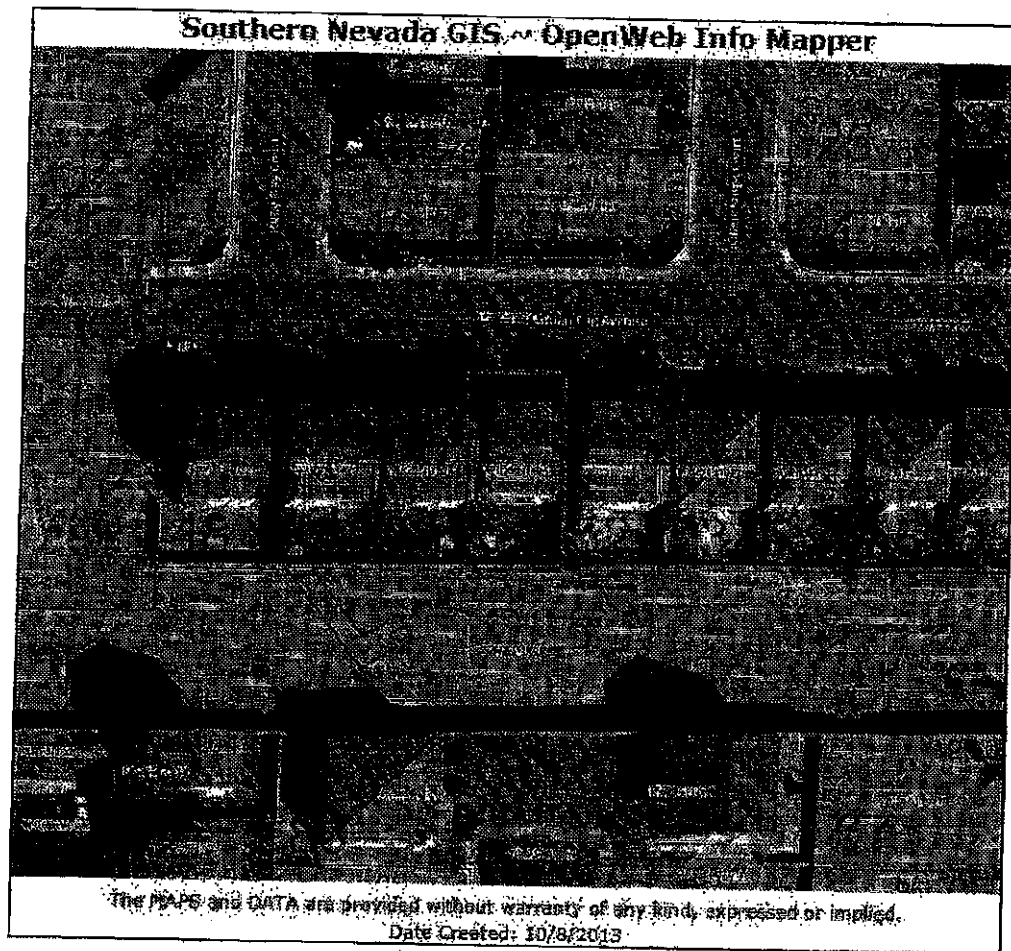
Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Net Area	Net Total
GLA1	First Floor	740.0	740.0
GLA2	Second Floor	1097.0	1097.0
GLA3	Third Floor	1165.0	1165.0
Net LIVABLE Area (Rounded)			3002

LIVING AREA BREAKDOWN		
Breakdown	Size	5015
First Floor		
10.0 x 25.0		250.0
9.0 x 10.0		90.0
20.0 x 20.0		400.0
Second Floor		
2.0 x 12.0		24.0
23.0 x 36.0		828.0
7.0 x 35.0		245.0
Third Floor		
30.0 x 35.0		1050.0
5.0 x 23.0		115.0
8 Items (Rounded)		3002

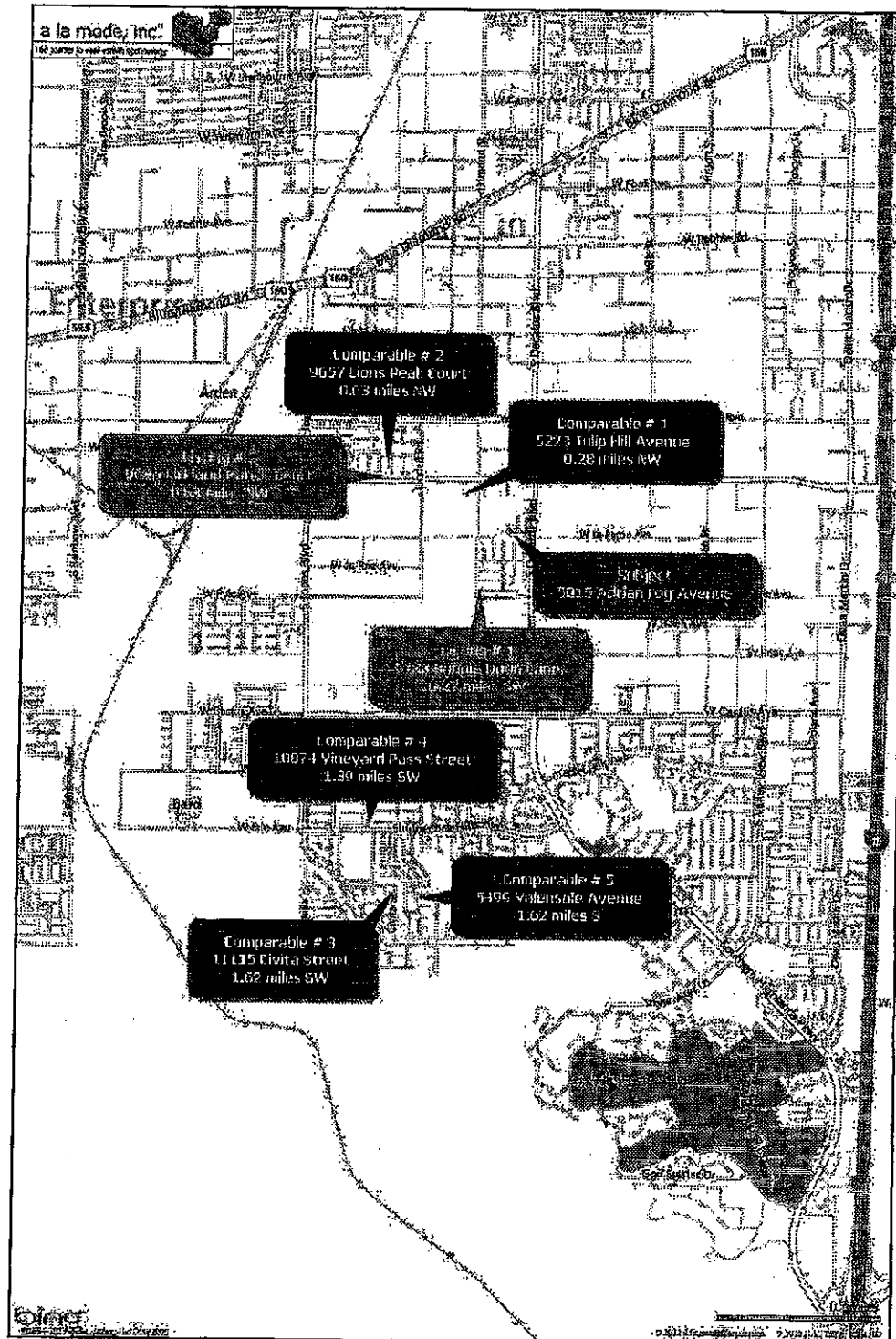
Plat Map

Borrower/Client	Boasiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV
Lender	Guild Mortgage	Zip Code	89141		



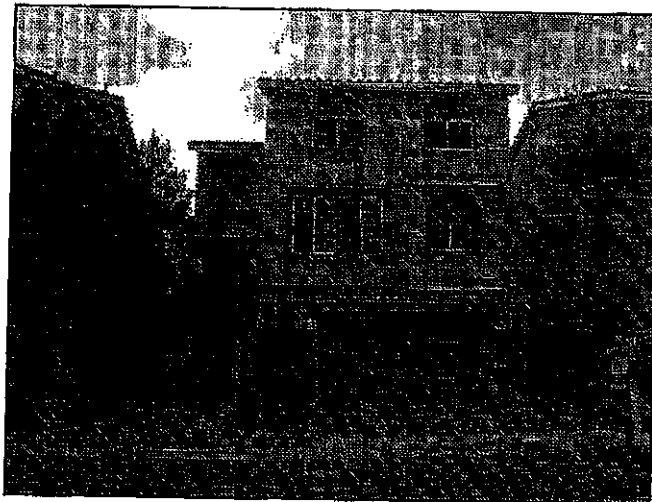
Location Map

Borrower/Client	Boesiger, James		
Property Address	5015 Adrian Fog Avenue		
City	Las Vegas	County	Clark
State	NV	Zip Code	89141
Lender	Guilt Mortgage		



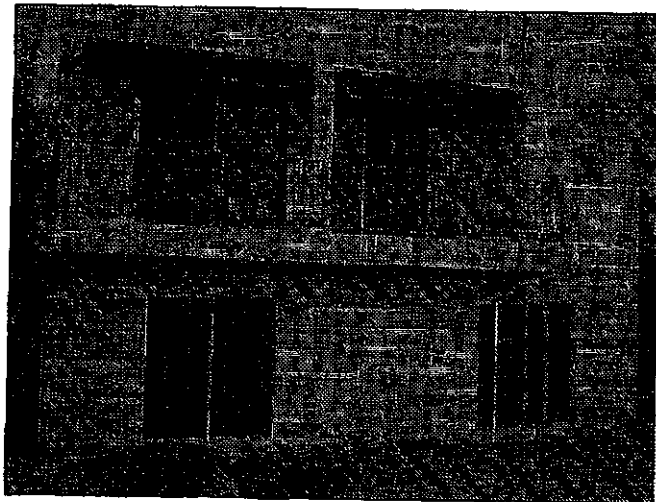
Subject Photo Page

Borrower/Client	Boeslger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV
Lender	Guild Mortgage		Zip Code	89141	

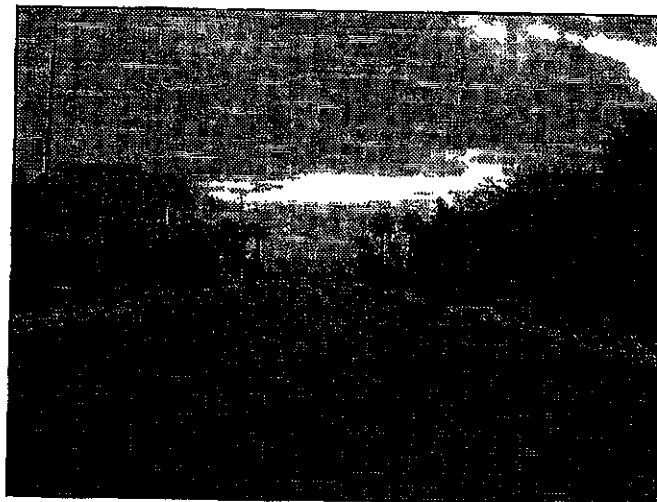


Subject Front

5015 Adrian Fog Avenue
 Sales Price 337,000
 Gross Living Area 3,002
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 3.1
 Location N;Res;
 View A;PwrLn;
 Site 4,356 SF
 Quality Q4
 Age 4



Subject Rear



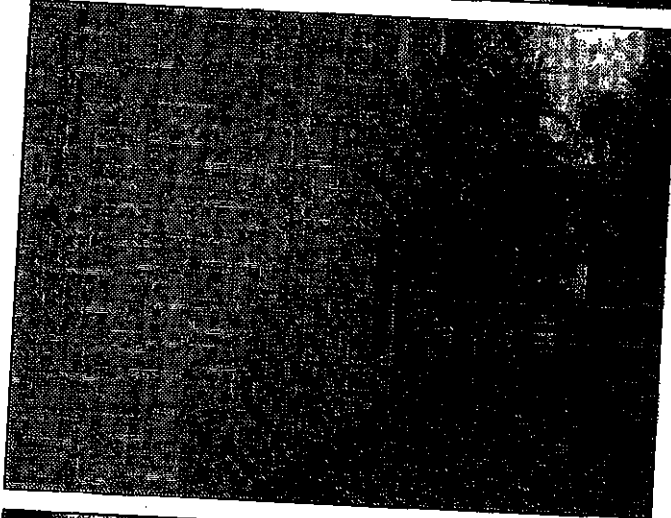
Subject Street

PHOTOGRAPH ADDENDUM

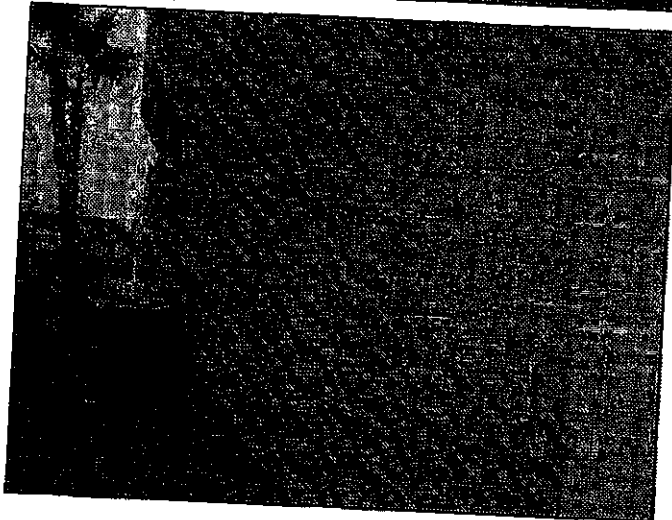
Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas				
Lender	Guild Mortgage	County	Clark	State	NV
				Zip Code	89141



Subject ID



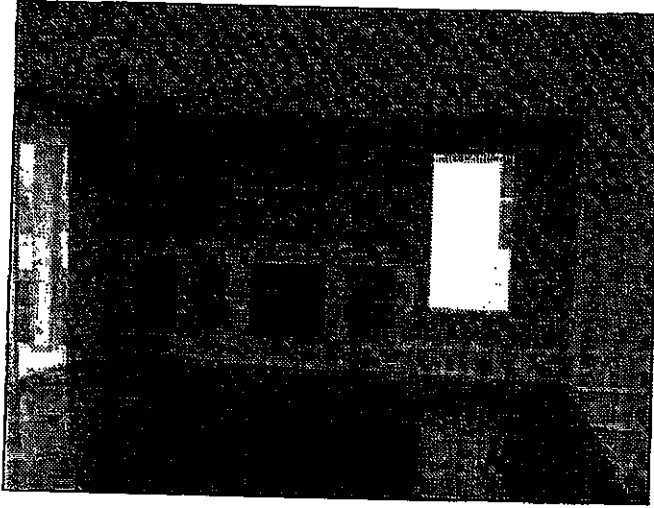
Side 1



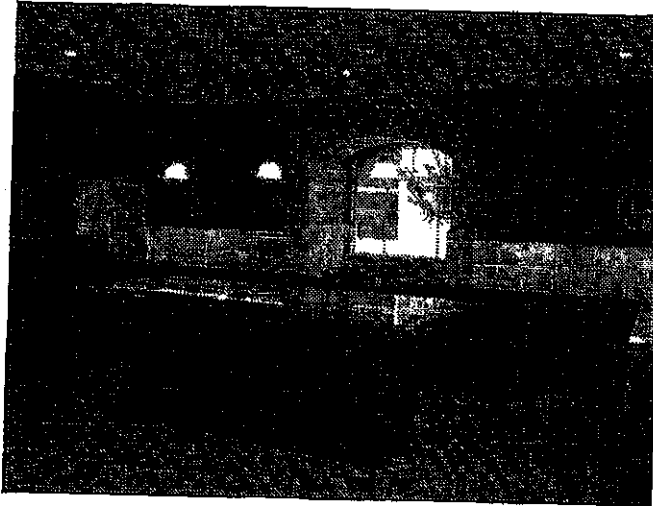
Side 2

PHOTOGRAPH ADDENDUM

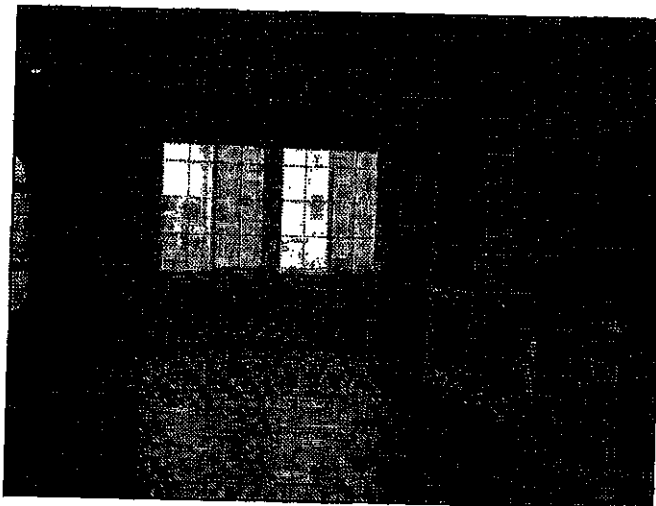
Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clerk	State	NV
Lender	Guild Mortgage	Zip Code	89141		



Living Room



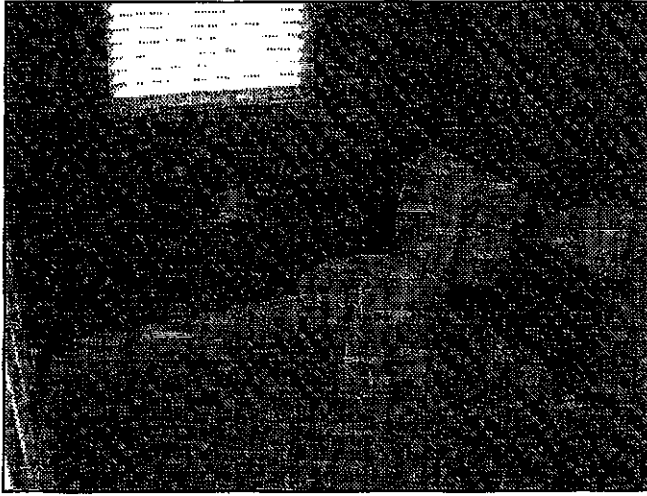
Kitchen



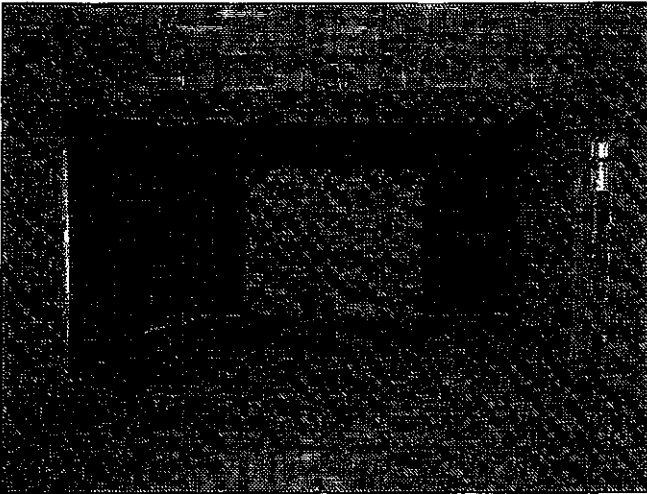
Dining Area

Photograph Addendum

Borrower/Client	Boesiger, James		
Property Address	5015 Adrian Fog Avenue		
City	Las Vegas	County	Clark
State	NV	Zip Code	89141
Lender	Guild Mortgage		



1/2 Bathroom



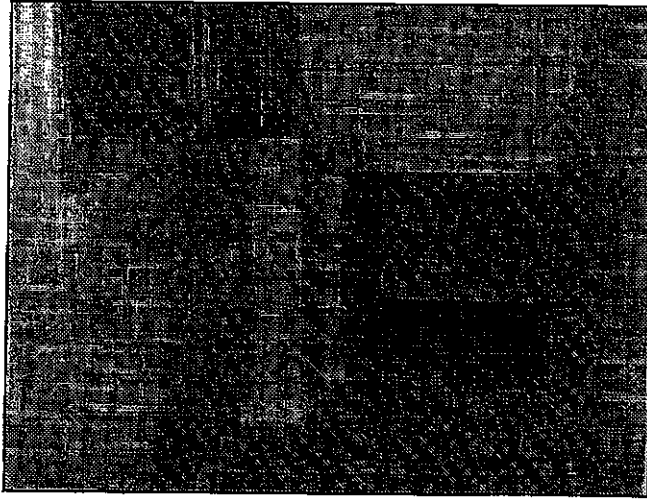
Family Room



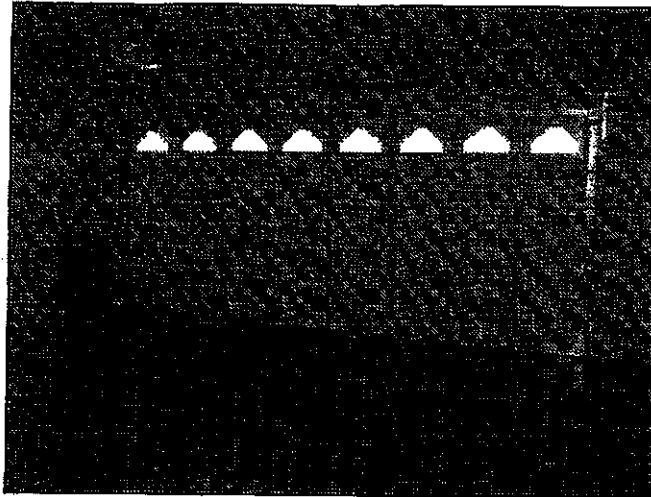
Bathroom

Photograph Addendum

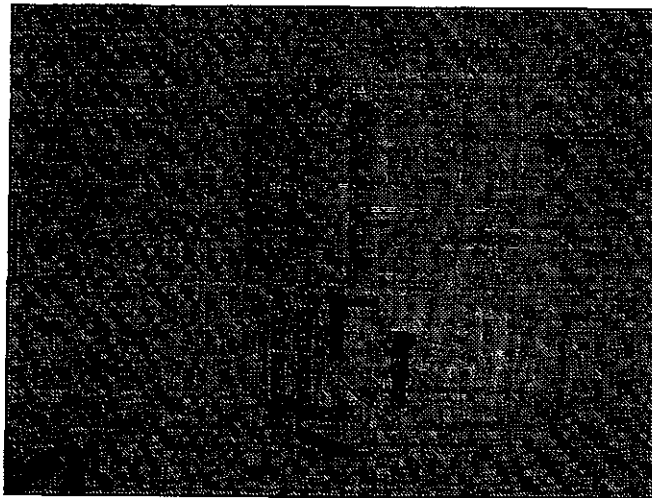
Borrower/Client	Boesiger, James		
Property Address	5015 Adrian Fog Avenue		
City	Las Vegas	County	Clark
Lender	Guild Mortgage	State	NV
		Zip Code	89141



Laundry Area



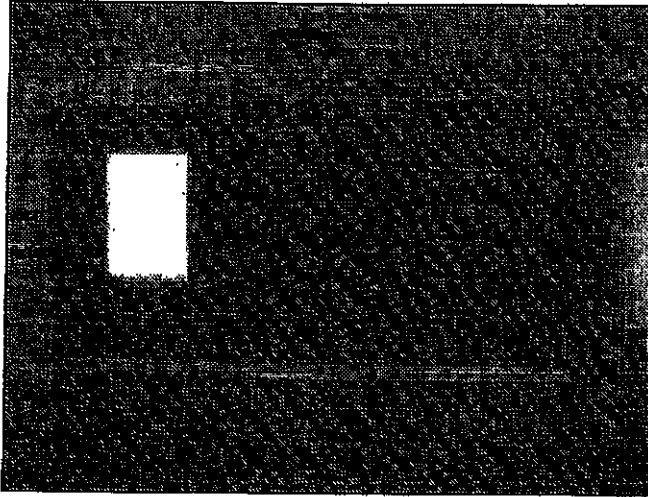
Garage



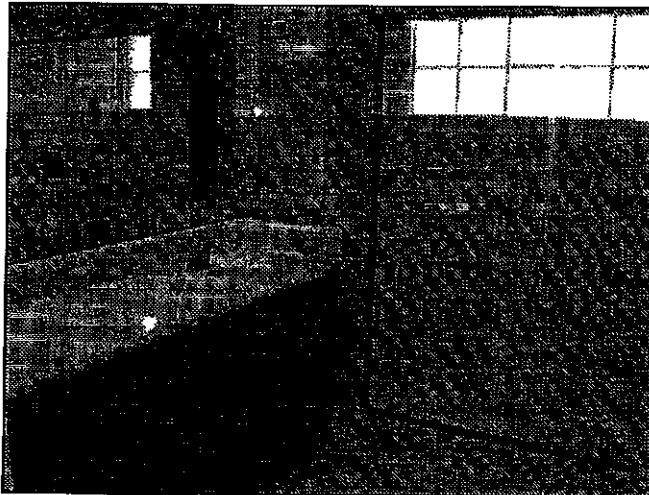
Tankless Water Heater

Photograph Addendum

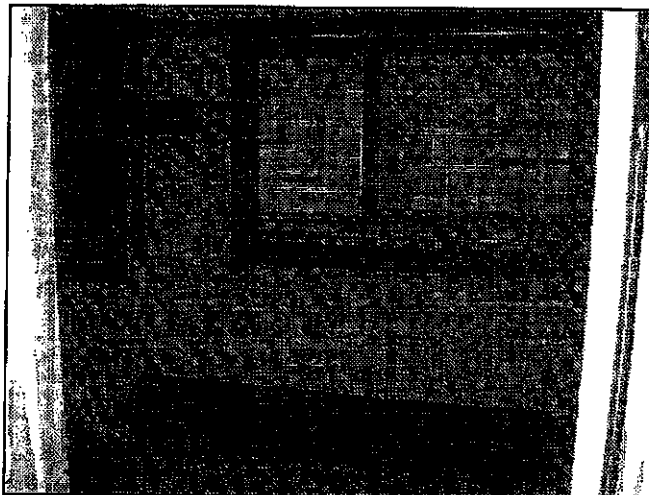
Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV Zip Code 89141
Lender	Guild Mortgage				



Master Bedroom



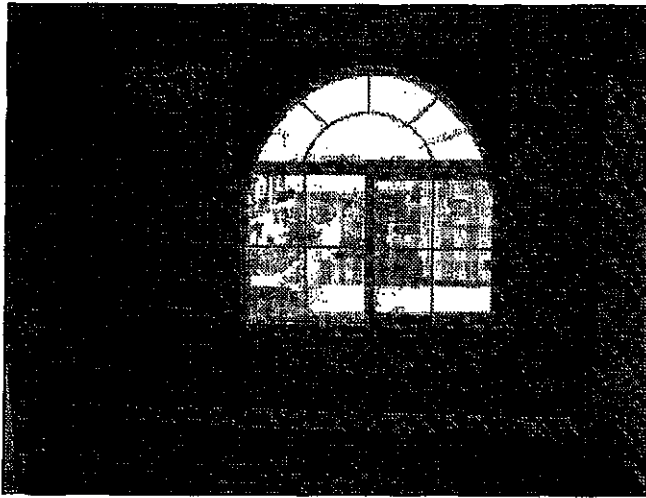
Master Bathroom



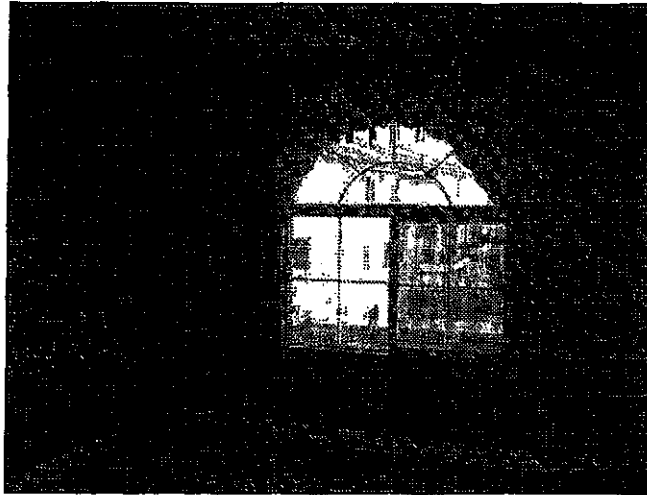
Master Closet

Photograph Addendum

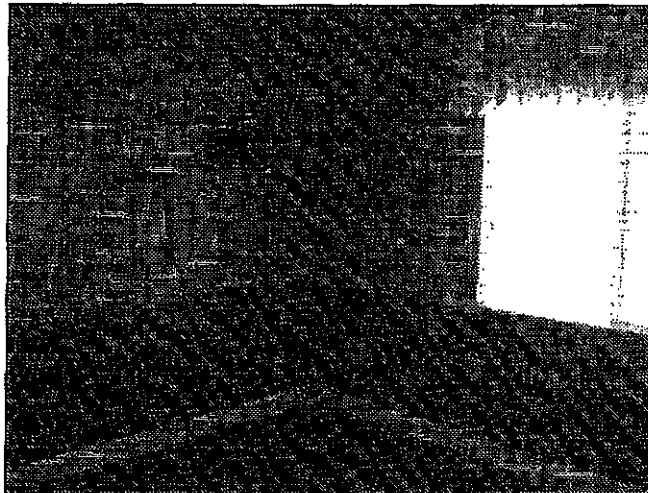
Borrower/Client	Boesiger, James				
Property Address	5016 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV Zip Code 89141
Lender	Guild Mortgage				



Bedroom



Bedroom



Bedroom

Photograph Addendum

Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV Zip Code 89141
Lender	Guild Mortgage				



Bathroom



Scuttle View



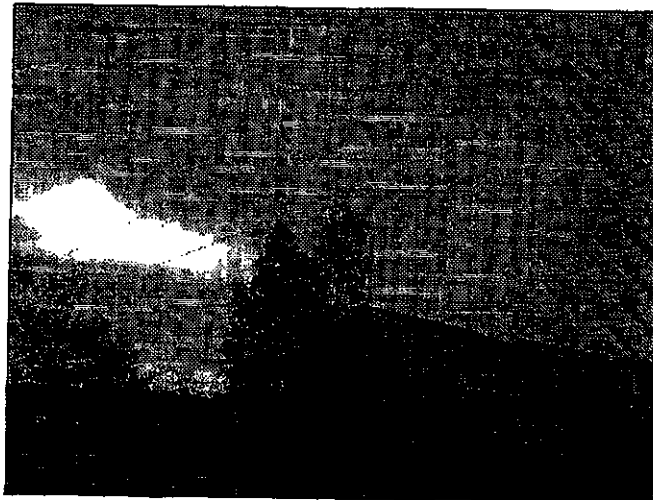
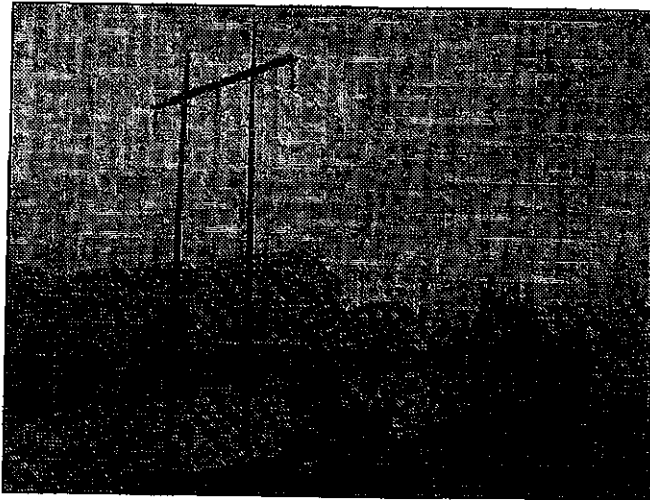
Scuttle View

Photograph Addendum

Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV Zip Code 89141
Lender	Guild Mortgage				

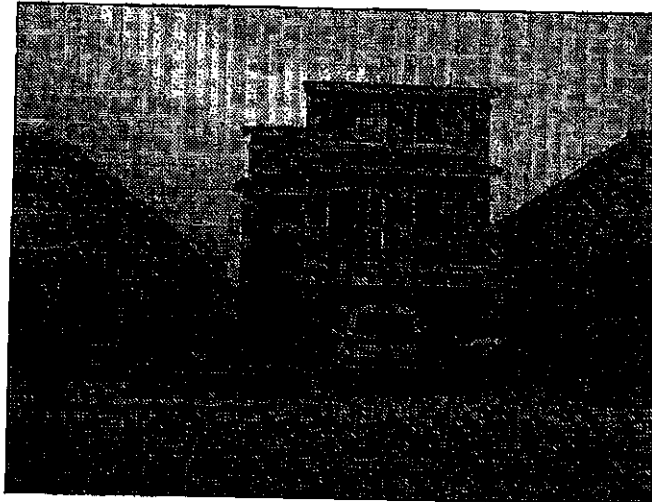


Backyard

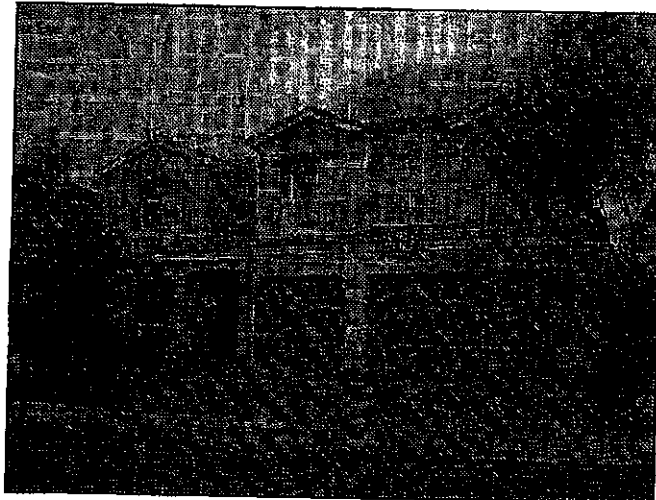


Comparable Photo Page

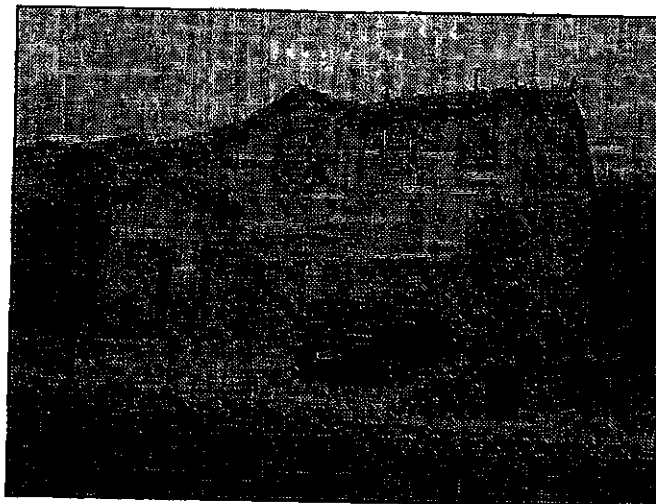
Borrower/Client	Boessler, James			
Property Address	5015 Adrian Fog Avenue			
City	Las Vegas	County	Clark	State NV Zip Code 89141
Lender	Guild Mortgage			

**Comparable 1**

5223 Tulip Hill Avenue
 Prox. to Subject 0.28 miles NW
 Sale Price 328,235
 Gross Living Area 3,064
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 2.1
 Location N;Res;
 View A;PwrLn;
 Site 3,049 SF
 Quality Q4
 Age 0

**Comparable 2**

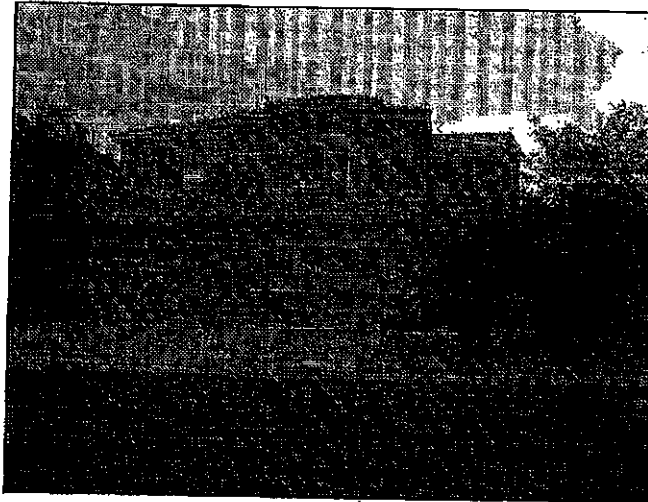
9857 Lions Peak Court
 Prox. to Subject 0.63 miles NW
 Sale Price 390,000
 Gross Living Area 3,419
 Total Rooms 10
 Total Bedrooms 4
 Total Bathrooms 3.1
 Location N;Res;
 View N;Res;
 Site 6,534 SF
 Quality Q4
 Age 5

**Comparable 3**

11115 Civita Street
 Prox. to Subject 1.62 miles SW
 Sale Price 315,000
 Gross Living Area 2,953
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 3.0
 Location N;Res;
 View N;Res;
 Site 5,663 SF
 Quality Q4
 Age 11

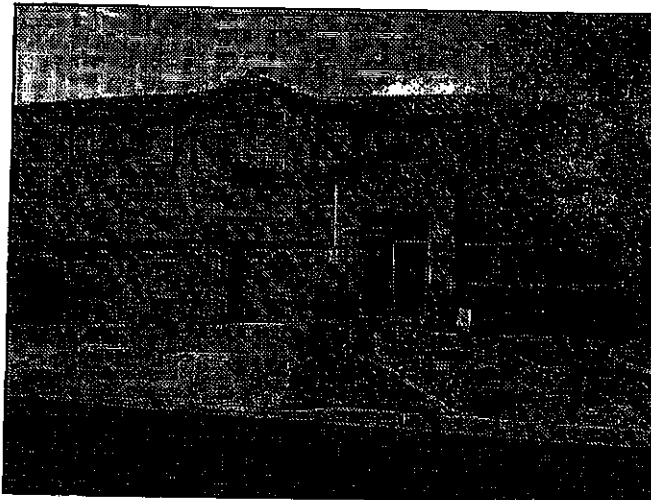
Comparable Photo Page

Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas	County	Clark	State	NV
Lender	Guild Mortgage	Zip Code	89141		



Comparable 4

10874 Vineyard Pass Street
 Prox. to Subject 1.39 miles SW
 Sale Price 325,000
 Gross Living Area 3,096
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 3.0
 Location N;Res;
 View N;Res;
 Site 5,663 SF
 Quality Q4
 Age 11



Comparable 5

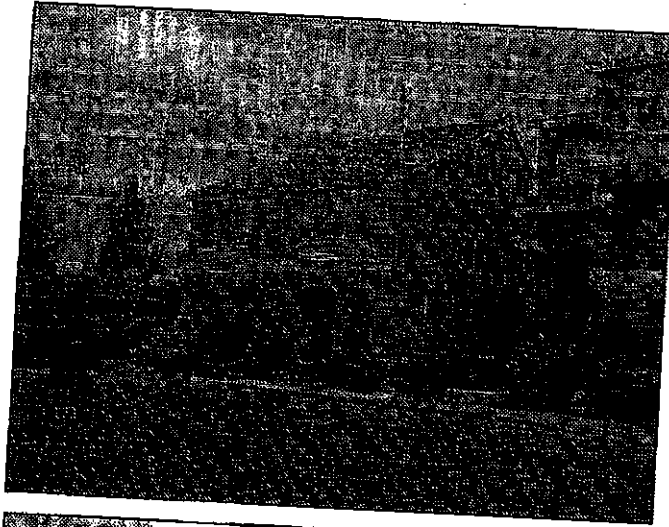
6499 Valensole Avenue
 Prox. to Subject 1.62 miles S
 Sale Price 370,000
 Gross Living Area 2,953
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 3.0
 Location N;Res;
 View N;Res;
 Site 8,712 SF
 Quality Q4
 Age 12

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

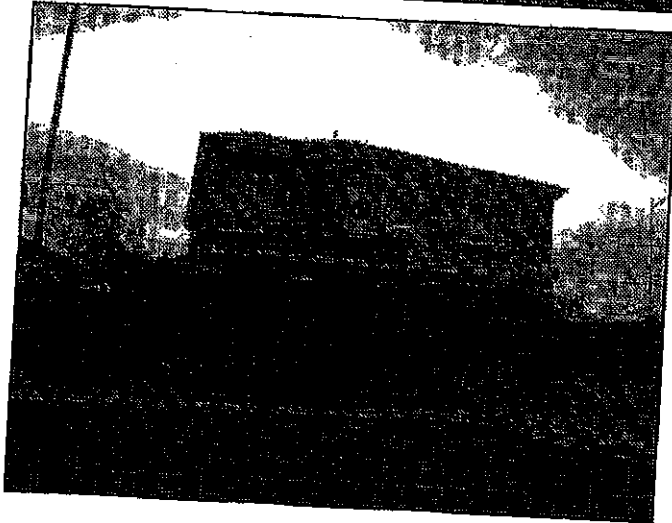
Listing Photo Page

Borrower/Client	Boesiger, James				
Property Address	5015 Adrian Fog Avenue				
City	Las Vegas				
Lender	Guild Mortgage	County	Clark	State	NV
				Zip Code	89141



Listing 1

5188 Bonnie Doon Lane
 Proximity to Subject 0.27 miles SW
 List Price 329,900
 Days on Market 54) Active Listing
 Gross Living Area 2,644
 Total Rooms 8
 Total Bedrooms 4
 Total Bathrooms 3.1
 Age 1



Listing 2

9686 Kirkland Ranch Court
 Proximity to Subject 0.83 miles NW
 List Price 869,500
 Days on Market 62) Active Listing
 Gross Living Area 2,990
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 2.1
 Age 2

Listing 3

Proximity to Subject
 List Price
 Days on Market
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Age