Electronically Filed
2/10/2022 3:02 PM
Steven D. Grierson
CLERK OF THE COURT

Paul Daniel King
Personal Representative, Martin Jeffrey King Estate
pdannyking@gmail.com
Pro Per

Electronically Filed
Feb 16 2022 03:43 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

APPEAL OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDER FOR PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY

Paul Daniel King, personal representative of the Martin Jeffrey King Estate, hereby submits his Appeal of This Court's Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property. This Appeal is made and based upon all papers, pleadings, and records on file herein, all exhibits and briefing related thereto, the Commissioner's Report and Recommendation filed on November 1, 2021, the attached Declaration and Findings of Fact, and any oral argument allowed at a hearing on this matter.

Dated this 10th day of February, 2022.

By: _____

Paul Daniel King

Personal Representative, Martin Jeffrey King Estate

Docket 84246 Document 2022-05228

DECLARATION OF PAUL DANIEL KING'S APPEAL OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDER FOR PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITIATE THE SALE OF THE PROPERTY

I, Paul Daniel King, declare as follows:

1. I am the personal representative of the Estate of Martin Jeffrey King ("King Estate"). I have personal knowledge of the facts stated herein, except for those stated on information and belief and, as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law.

2. I make this Declaration in an Appeal of This Court's Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property ("the Order").

3. This matter involves the Property at 2220 Village Walk Drive, Henderson, Nevada, 89052, Unit 3306 ("the Property"); and the related Petition for Order Requiring Sale ("Petition") of the Property.

4. Because of an ineffective Quit Claim Deed that Petitioner Craig Hofman executed in 2005, there remains a cloud on the Property's title that both exposes the King Estate to potential damages and prevents the King Estate from legal complying with the Order. Specifically, two escrow and title companies -- First American Title and Equity Title of Nevada – have informed me that their Clark County title reports list vestees owning 150% of the Property – Craig Hofman (50%), Hof's Hut Restaurants Inc. (50%), Martin Jeffrey King (25%) and Alfred and Janet King (25%).

5. As a result, there are numerous errors in the sale documents Chicago Title of Nevada has forwarded to me subsequent to this Court's entry of the Order. Specifically, the some

of the sales documents Chicago Title of Nevada forwarded to me lists Craig Hofman as a 50% owner of the Property, while other Chicago Title of Nevada documents list Hof's Hut Restaurants Inc. as a 50% owner of the Property.

6. As a result, both First American Title and Equity Title of Nevada informed me that they would require Petitioner Craig Hofman to re-record a Quit Claim Deed granting his, **and only his** 50% Property interest to Hof's Hut Restaurants Inc. before submitting any documents identifying Hof's Hut Restaurants Inc. as a Property owner for signature prior to a Property sale.

7. I am appealing the Order on the grounds that the Order's wording – specifically ordering me to "execute any and all documents necessary to convey the Property" is both overbroad and subjective. I am also appealing the Order on the grounds that the Court entered the Order before reviewing any of the documents referenced in the Order. By issuing such a broad and subjective order prior to reviewing any relevant documents, the Court has inadvertently but effectively ordered the King Estate to relinquish its rights to any proceeds from the sale of the Property while making it impossible for the King Estate to legally comply with the Order.

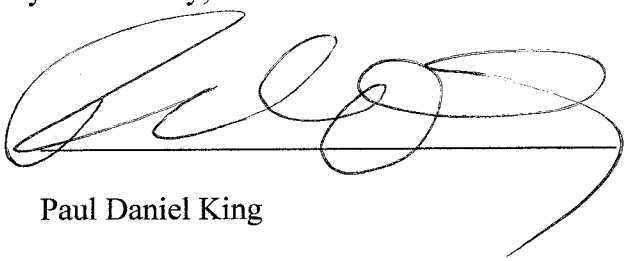
8. Because I don't believe the Court's intention was to order for the King Estate to relinquish its rights to any proceeds from the sale of the Property, I am appealing the Order and respectfully request for the Court to Amend the Order.

9. I am also respectfully requesting for the Court to Order for Chicago Title of Nevada to recuse itself from the proposed sale and for the parties to hire an alternate escrow and title company. As detailed below, Chicago Title of Nevada has forwarded inaccurate sales documents to the King Estate, refused to correct such documents, and refused to furnish the King Estate with documents identifying legal Property ownership. Chicago Title of Nevada has demonstrated that its unwillingness to work as a neutral party has served the Petitioners' interests to the detriment of

the King Estate.

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

Executed this 10th day of February, 2022.



Paul Daniel King

Personal Representative, Martin Jeffrey King Estate

FINDINGS OF FACT

11. Pursuant to the Grant, Bargain, Sale Deed dated January 12, 2005 (attached here as **EXHIBIT "A"**), the property at "2220 Village Walk Drive, Henderson, Nevada, 89052, Unit 3306 ("the Property) was conveyed on that date to the following parties: "Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common". The aforementioned parties (or, "the Owners") acquired the Property for the exclusive use of employees of two restaurant companies: Hof's Hut Restaurants Inc and King's Seafood Co. In exchange for exclusive use of the Property, Hof's Restaurants Inc. and King's Seafood Co. were de-facto tenants, with each periodically making payments to the Owners (bank records of the payments are attached as **EXHIBIT "B"**). Specifically, bank records show that between April 2017 and January 2020, Hof's Hut Restaurants Inc. wrote 9 checks totaling to $96,123.29 to "Craig Hofman & M.J. King and A.S. King As Tenants In Common". The same bank records also show that, between November 2020 and March 2021, Hof's Hut Restaurants Inc. wrote two checks to "Craig Hofman" totaling $21,600.

12. On April 18, 2005, Craig Hofman executed a Quit Claim Deed (attached here as **EXHIBIT "C"**) on behalf of himself, Martin Jeffrey King ("Jeff King"), Alfred Samuel King and Janet King. Per the Quit Claim Deed, **all** of the Owners purportedly and collectively conveyed 50% of the Property to Hof's Hut Restaurants Inc. Pursuant to subsequent title reports from multiple escrow companies – all of which listed "Craig H. Hofman, a married man as his sole and separate property" as a 50% owner of the Property in the title reports that were furnished to me – the Quit Claim Deed was ineffective and uninsurable. Additionally, pursuant to the payments

shown in **EXHIBIT "B"** and accepted by Craig Hofman himself, Hof's Hut Restaurants Inc., as a de-facto tenant, made multiple payments to Craig Hofman, Alfred Samuel King and Jeff King, as de-facto landlords.

13. On May 17, 2017, Jeff King died.

14. On June 16, 2021, parties identifying themselves as "Craig Hofman, Hof's Hut Restaurants Inc., Alfred S. King and Janet L. King" ("the Petitioners") petitioned this Court for an Order Requiring Sale of the Property.

15. On January 3, 2022, the Petitioners filed a Supplemental Briefing in Support of Objection to Report and Recommendation to this Court. In the filing's exhibits, the Petitioners submitted two Chicago Title of Nevada Preliminary Title Reports listing the Property's owners as follows: "Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common". Neither of the title reports submitted to this Court by the Petitioners listed Hof's Hut Restaurants Inc. as a vested owner of the Property.

16. On January 10, 2022, this Court entered an Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property. I was notified of the Order on January 11, 2022. Specifically, the Court ordered me to "execute any and all documents necessary to convey the Property," though did not review or reference any documents allegedly "necessary to convey the Property." With such an broad and subjective Order, the Court permitted Petitioners to obligate me to sign any documents the Petitioners deemed "necessary," including documents that would forego the King Estate's rights to any sale proceeds. Chicago Title of Nevada, under the Petitioners' instruction,

subsequently forwarded me sales documents that both make it legally impossible to comply with the Order and would potentially force the King Estate to forego any rights to proceeds from a Property sale.

17. Specifically, on or approximately January 26, 2022, Chicago Title of Nevada sent me a suite of paperwork Chicago Title of Nevada informed me was needed for me to sign that, if signed, would effectively relinquish the King Estate's rights to any sales proceeds. Specifically, the paperwork Chicago Title of Nevada requested for me to sign included seven documents (or "Sale Documents", all attached here as **EXHIBIT "D"**) -- a Grant, Bargain, Sale Deed, an Owner's Affidavit, an "Assignees Instructions" document, a General Conditions of Escrow and Escrow Instructions, an Escrow Disclosure document, a GAP indemnity agreement holding Chicago Title harmless and a Seller's Settlement Statement. None of the seven Sale Documents list Property vestee Craig Hofman as grantor or seller of the Property. Instead, all of the seven Sale Documents identify non-vestee Hof's Hut Restaurants Inc. as a 50% owner of the Property. As a result, all seven Sale Documents contradict the information on Chicago Title's own Preliminary title report (attached here as **EXHIBIT "E"**), which does not list Hof's Hut Restaurants Inc. as a Property vestee and instead lists the Property's vestees as: "Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common". Additionally, Craig Hofman, and not Hof's Hut Restaurants Inc., is identified as a Property seller in both the Residential Purchase Agreement and Residential Purchase Agreement Addendum (both documents attached here as **EXHIBIT "F"**) and are signed by Craig Hofman identifying **himself** (not Hof's Hut Restaurants Inc.) as Property seller, further confusing matters. Therefore, by

excluding Craig Hofman from the Sales Documents while listing Craig Hofman as Property vestee in Chicago Title of Nevada's own title report, Chicago Title of Nevada, via Petitioners' direction, is permitting Craig Hofman to retain his rights to 50% of the sale proceeds after the sale is completed, therefore giving Craig Hofman a claim on the King Estate's 25% of sale proceeds. The King Estate's 25% share of sales proceeds would not be protected by title insurance.

18. On January 31, 2022, Bryan Hearn, escrow officer at Equity Title of Nevada, forwarded me Equity Title of Nevada's title report for the Property, which lists vestees holding 150% of the Property. Specifically, the title report (attached here as **EXHIBIT "G"**) for the Property lists the following vestees: ""CRAIG H. HOFMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST, MARTIN JEFFREY KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 25% INTEREST AND ALFRED S. KING AND JANET L. KING HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 25% INTEREST, ALL AS TENANTS IN COMMON AND HOF'S HUT RESTAURANTS, INC AS TO AN UNDIVIDED 50% INTEREST".

19. On February 5, 2022, I requested for Craig Hofman to both execute and notarize a new Quit Claim Deed granting his, **and only his** 50% Property interest to Hof's Hut Restaurants Inc. and to forward me that executed and notarized document by 5pm on February 7, 2022. Craig Hofman was unresponsive to this request. That same date, I also notified Chicago Title of Nevada that the owner/grantor identities on the Sales Documents to me were different from the identities of the vestees on Chicago Title of Nevada's own title report, and that a new Quit Claim deed is required to cure the cloud on title. Neither Craig Hofman nor Chicago Title of Nevada were responsive to my requests.

20. On February 8, 2022, and in response to my inquiry about the Property's title status, Bryan Hearn, escrow officer at Equity Title of Nevada, confirmed to me that Equity Title of Nevada would require Craig Hofman to re-record a Quit Claim Deed granting his, **and only his** 50% Property interest to Hof's Hut Restaurants Inc. in order to clear the cloud on the Property's title, writing: "Please see attached the Deed we would re-record to clean up the Vesting. We would need to order a Certified copy from the Clark County Recorder's office to be able to re-record. We would do this once we are in contract and the Escrow is opened." (Bryan Hearn's e-mail and suggested corrected Quit Claim Deed is attached as **EXHIBIT "H"**)

21. On February 9, 2022, in response to my wife Rina King's inquiry about the Property's title status, First American Title Escrow Assistant Kaitlyn Diffenbaugh, on behalf of First American Title VP Nevada Division Shauna Rushing, also confirmed to Rina King that First American Title would also require Craig Hofman to re-record a Quit Claim Deed granting his, **and only his** 50% Property interest to Hof's Hut Restaurants Inc. in order to clear the cloud on the Property's title. First American Title would also require Craig Hofman to show documentation of his sole ownership of Hof's Hut Restaurants Inc. Specifically, Ms. Diffenbaugh wrote in an e-mail to Rina King (the e-mail is attached here as **EXHIBIT "I"**): "Hello, upon preliminary review we would require a copy of the Hof's Hut Restaurant entity docs showing Craig as the legal owner. We would have to property [sic] transfer his 50% interest to the Restaurant to show final ownership as: Martin King – 25% Alfred King and Janet King – 25% and Hof's Hut Restaurants Inc. – 50% ALL owners have to sign for the sale of the property."

CONCLUSION

22. Based on the foregoing, I am appealing the Court's Order and respectfully request that this Court amend the Order as follows: a)Order for Petitioner Craig Hofman to execute and

record with Clark County a corrected Quit Claim Deed (which I will furnish prior to the next hearing) granting his, **and only his**, 50% Property interest to Hof's Hut Restaurants Inc.; b)an Order for Craig Hofman to furnish me with the corrected Quit Claim Deed; c) Order for Petitioner Craig Hofman to provide me Hof Hut's Restaurant Inc.'s entity documents showing Craig Hofman as the sole legal owner; c) Order for me to sign all seven Sales Documents only after Property title has been cleared and recorded with Clark County removing Craig Hofman as 50% Property vestee and only after title reports identify **only** the following parties as vestees: "Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common, and Hof's Hut Restaurants Inc. as to an undivided 50% interest"; d)Order for parties to use either Equity Title of Nevada or First American Title to replace Chicago Title of Nevada as escrow and title companies for the Property sale.

Dated on this 10th day of February, 2022.

PAUL DANIEL KING
PERSONAL REPRESENTATIVE, MARTIN JEFFREY KING ESTATE

EXHIBIT “A”

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

(C9)

20050225-0005264

Fee: $22.00 RPTT: $4,207.50
N/C Fee: $25.00

02/25/2005 14:27:47
T20050035611
Requestor:
NEVADA TITLE COMPANY

Frances Deane JYB
Clark County Recorder Pgs: 9

Escrow No.: 05-01-0484-KJL

R.P.T.T. $ 4,46250

APN: 178-19-611-076

WHEN RECORDED, MAIL TO AND SEND TAX STATEMENTS TO:

99

Craig H. Hofman, Alfred Samuel King and Mr & Mrs. Martin Jeffrey King
3185 Airway Avenue, Ste. H
Costa Mesa, CA 92626

ASSESSOR'S COPY

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Shops on the Green, LLC, a Nevada limited liability company ("Grantor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common ("Grantee") all that real property situated in the City of Henderson, County of Clark, State of Nevada, described on Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Condominium Unit").

SAID GRANT BEING FURTHER SUBJECT TO:

1. General and special real property taxes for the current fiscal year not due or delinquent and any and all taxes and assessments levied or assessed after the recording date of this document. This will include the lien of supplemental taxes, if any.

2. All assessments imposed by a duly empowered governmental entity, whether or not of record.

3. Any and all covenants, conditions, restrictions, easements, reservations (including, but not limited to, reservations and exceptions to the mineral estate), rights, and rights of way of record in the Office of the Clark County Recorder and any amendment(s), and/or supplement(s) thereto.

4. All of the terms and conditions of that certain Master Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The District at Green Valley Ranch recorded on September 27, 2004, in Book 20040927, Instrument No. 0005037 in the Official Records of the

of, Grantor, Grantee and their respective successors, assigns and successors-in-interest to any right or interest in said land, including, without limitation, all subsequent owners or lessees of any right, title or interest in said land.

5. All of the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Reservations for The Condominiums at The District recorded on September 27, 2004, in Book 20040927, Instrument No. 0005038 in the Official Records of the County Recorder, Clark County, Nevada, and the covenants, conditions, and restrictions therein contained shall run with the within described land and be binding upon, and inure to the benefit of, Grantor, Grantee and their respective successors, assigns and successors-in-interest to any right or interest in said land, including, without limitation, all subsequent owners or lessees of any right, title or interest in said land.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Agreement to Limit on Grantee's Ability to Market and Sell the Condominium Unit.

Grantor and Grantee understand, acknowledge and agree that Grantor is conveying the Condominium Unit subject to the following limitation on Grantee's ability to market and sell the Condominium Unit.

1.1 Grantee acknowledges and agrees that Grantor has a substantial interest in avoiding the marketing and selling of condominium units in the Community by purchasers of such units during the period in which Grantor is actively marketing and selling condominium units in The Condominiums at the District (the "**Community**") to the home-buying public. Therefore, as a material inducement for Grantor to convey the Condominium Unit to Grantee, Grantee expressly acknowledges and agrees that any Transfer (as defined in paragraph 1.3 below) during the Applicable Period (as defined herein below) shall be subject to strict compliance with the provisions of this deed. As used herein, the "**Applicable Period**" shall mean the period commencing on the date that this deed is recorded in the Official Records of the County Recorder, Clark County, Nevada (the "**Closing**"), and continuing until the later of (a) two (2) years after the Closing, and (b) the date Grantor has sold and transferred one hundred percent (100%) of the condominium units in the Community.

1.2 Grantee acknowledges and agrees that Creative Sales & Marketing, Ltd., a Nevada corporation ("**Exclusive Listing Agent**") shall be the exclusive listing agent for all sales of condominium units in the Community during the Applicable Period, including any Transfer by Grantee. Any Transfer shall be subject to the payment of the following to Grantor ("**Transfer Fee**"), a portion of which shall be used by Grantor to pay commissions to Exclusive Listing Agent and the broker, if any, representing the purchaser in connection with the Transfer:

(a) If a Transfer occurs within the first six (6) months ("**Period 1**") after the Closing, then the Transfer Fee shall be an amount equal to twelve percent (12%) of the gross purchase price of the Condominium Unit subject to the Transfer.

(b) If a Transfer occurs after the expiration of Period 1 but prior to the first anniversary of the Closing ("**Period 2**"), then the Transfer Fee shall be an amount equal to nine

percent (9%) of the gross purchase price of the Condominium Unit subject to the Transfer.

(c) If a Transfer occurs after the expiration of Period 2 but prior to the expiration of the Applicable Period, then the Transfer Fee shall be an amount equal to six percent (6%) of the gross purchase price of the Condominium Unit subject to the Transfer.

(d) Any Transfer occurring after the Applicable Period shall not be subject to any Transfer Fee.

1.3 As used herein, the term "**Transfer**" shall include the following: (i) with respect to the Condominium Unit or any portion thereof or interest therein, the transfer, conveyance, sale, granting of option to purchase, or execution of a purchase agreement relating thereto, including any transfer, conveyance, sale, granting of option to purchase, or execution of a purchase agreement relating thereto by a successor, assignee or transferee of Grantee's interest in the Condominium Unit (a "**Subsequent Owner**"), and (ii) if Buyer or Subsequent Owner is not a natural person, the direct or indirect transfer, conveyance, sale, assignment or other disposition of twenty-five percent (25%) or more of the voting, equity or beneficial interest in such Grantee or Subsequent Owner, whether in one transaction or a series of transactions. Any person effecting a Transfer shall be referred to hereinafter as a "**Transferor**". Notwithstanding anything else to the contrary herein stated, the following transactions shall not be subject to the Transfer Fee: (a) if the Transferor is a natural person, any Transfer occurring as a direct result of (w) the death of the Transferor, (x) a court order pursuant to a marital settlement agreement; (y) the relocation of the Transferor outside the State of Nevada if the Condominium Unit was used by such person as his or her primary residence; or (z) a court order in a voluntary or involuntary bankruptcy matter involving the Transferor; (b) any Transfer to a trust for the benefit of the Transferor or the Transferor's immediate family, provided that the Transferor is a trustee or co-trustee of the trust; (c) any Transfer to an entity owned one hundred percent (100%) by the Transferor; (d) the grant of a security interest in or lien upon the Condominium Unit by the Transferee or a Subsequent Owner; and (e) any Transfer to (y) the beneficiary under a deed of trust or mortgage having a first priority lien upon the Condominium Unit made in good faith and for value ("**First Mortgage**") or (z) a purchaser at any trustee's or foreclosure sale commenced under a First Mortgage. As used herein, "immediate family" shall mean the Transferor's spouse, children, step-children, grandchildren, parents, siblings or in-laws, or any combination thereof.

GRANTEE HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES THAT THE FOREGOING LIMITATIONS ON GRANTEE'S ABILITY TO MARKET AND SELL THE CONDOMINIUM UNIT DO NOT CONSTITUTE AN UNREASONABLE RESTRAINT UPON THE ALIENABILITY OF THE CONDOMINIUM UNIT AND FURTHER AGREES TO ACCEPT THIS DEED FOR THE CONDOMINIUM UNIT SUBJECT TO THE FOREGOING LIMITATIONS.

[CONTINUED ON NEXT PAGE]

Witness our hand this 12th day of January, 2005.

GRANTOR:

Shops on the Green, LLC,
a Nevada limited liability company

By: American Nevada Company, LLC,
a Nevada limited liability company,
its Manager

By: _____
Name: Gregory E. Jones
Its: Senior Vice-President

ASSESSOR.CLARK.NV.US

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on 1-12-05 by Gregory E. Jones, Senior Vice-President of American Nevada Company, LLC of Shops on the Green, LLC, a Nevada limited liability company.

Notary Public - State of Nevada
County of Clark
DELINDA J. PISTORIO
My Appointment Expires
March 5, 2007
No: 99-47670-1

_____
Notary Public

My commission expires: 3-5-07

[SIGNATURES CONTINUED ON NEXT PAGE]

GRANTEE:

Craig H. Hofman

Martin Jeffrey King

Alfred S. King

Janet L. King

STATE OF ~~NEVADA~~ California)
) SS.
COUNTY OF ~~CLARK~~ Orange)

This instrument was acknowledged before me on January 19, 2001 by Craig H. Hofman, Martin Jeffrey King, Alfred S. King and Janet L. King.

Mary C Jacob

Notary Public

My commission expires: _____

MARY C. JACOB
Comm. # 1464197
NOTARY PUBLIC - CALIFORNIA
Orange County
My Comm. Expires Jan. 29, 2008

ASSESSOR'S COPY

EXHIBIT "A"

PARCEL ONE (1) – UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF **THE DISTRICT AT GREEN VALLEY RANCH**, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) – COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR **THE CONDOMINIUMS AT THE DISTRICT** RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

Assessor's Copy

PARCEL THREE (3) – LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) – APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

Assessor's Copy

State of Nevada
Declaration of Value

1. Assessor Parcel Number(s)
   a) 178-19-611-076
   b)
   c)
   d)

2. Type of Property:
   - [ ] a) Vacant Land
   - [ ] b) Sgl. Fam. Residence
   - [x] c) Condo/Twnhse
   - [ ] d) 2-4 Plex
   - [ ] e) Apt. Bldg.
   - [ ] f) Comm'l/Ind'l
   - [ ] g) Agricultural
   - [ ] h) Mobile Home
   - [ ] i) Other

FOR RECORDER'S OPTIONAL USE ONLY
Document/Instrument #:
Book: Page:
Date of Recording:
Notes:

3. Total Value/Sales Price of Property: ~~$874,990.00~~ 825,000.00

   Deed in Lieu of Foreclosure Only (value of property):

   Transfer Tax Value: ~~$874,990.00~~ 825,000.00

   Real Property Transfer Tax Due: ~~$4,462.50~~ 4,207.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declare(s) and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owned.**

Signature: Capacity: GRANTOR/SELLER

Signature: Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Shops on the Green, LLC	Print Name:	Craig H. Hofman
Address:	901 N. Green Valley Pkwy. #200	Address:	1 Toms Canyon Rd.
City/State/Zip:	Henderson, NV 89074	City/State/Zip:	Rolling Hills, CA 90274

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 05-01-0484-KJL
Address: 9500 Hillwood Drive, #110
City: Las Vegas State: NV Zip: 89134

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Assessor's Copy

5264

State of Nevada
Declaration of Value

1. Assessor Parcel Number(s)
   a) 178-19-611-076
   b)
   c)
   d)

2. Type of Property:
   - [ ] a) Vacant Land
   - [ ] b) Sgl. Fam. Residence
   - [x] c) Condo/Twnhse
   - [ ] d) 2-4 Plex
   - [ ] e) Apt. Bldg.
   - [ ] f) Comm'l/Ind'l
   - [ ] g) Agricultural
   - [ ] h) Mobile Home
   - [ ] i) Other

99

FOR RECORDER'S OPTIONAL USE ONLY
Document/Instrument #:
Book: Page:
Date of Recording:
Notes:

3. Total Value/Sales Price of Property: ~~$874,990.00~~ 825,000.00

   Deed in Lieu of Foreclosure Only (value of property):

   Transfer Tax Value: ~~$874,990.00~~ 825,000.00

   Real Property Transfer Tax Due: ~~$4,462.50~~ 4,207.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declare(s) and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owned.**

Signature: Capacity: GRANTOR/SELLER

Signature: Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Shops on the Green, LLC	Print Name:	Craig H. Hofman
Address:	901 N. Green Valley Pkwy. #200	Address:	1 Johns Canyon Rd.
City/State/Zip:	Henderson, NV 89074	City/State/Zip:	Rolling Hills, CA 90274

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 05-01-0484-KJL
Address: 9500 Hillwood Drive, #110
City: Las Vegas State: NV Zip: 89134

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Assessor's Copy

5264

EXHIBIT “B”

DEPOSIT TICKET

[✓] CASH ▶

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

90-4377 1222

12 ▶	10,800.00
▶	10,800.00
▶	
(OR TOTAL FROM OTHER SIDE)	
SUB TOTAL ▶	
* LESS CASH RECEIVED ▶	
$	21,600.00

DATE 5-1-17

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) *

NO HOLD

BANC OF CALIFORNIA

1-877-770-BANC(2262) www.bancofcal.com

⑆122243774⑆6801284255⑈ 009

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY			
	x 100		
	x 50		
	x 20		
	x 10		
	x 5		
	x 2		
	x 1		
		$	
CHE LIST S		DOLLARS	CENTS

>322274527<
BOC Phone Banc
2017-05-03
0088723255
Batch 1056466642

Hof's Hut
RESTAURANT & BAKERY
Est. 1951

Lucille's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK

16-1606/1220

EZShield™ Check Fraud Protection for Business

358759

Security features. Details on back.

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
4/26/2017	358759	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN
& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈358759⑈ ⑆122016066⑆ 112⑈532765⑈

ENDORSE HERE

6801 28255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

>322274527<
BOC Phone Banc
2017-05-03
0088723257
Batch 105646642

* FEDERAL RESERVE BOARD OF GOVERNORS REG CC

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

California United Bank
90-4388/1222

Security features included. Details on back.

351912

NO. 351912

DATE April 18, 2017

AMOUNT **$10,800.00**

PAY TO THE ORDER OF

****** Ten thousand eight hundred and 00/100 ******

M J KING/A S KING/CRAIG HOFMAN

3185 H Airway Avenue

C/O King`s Seafood Company

Costa Mesa, CA 92626

VOID AFTER 180 DAYS

MP

MP

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈351912⑈ ⑆122243884⑆832542100 ⑈

ENDORSE HERE

X 168 01284255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

MP

>322274527<
BOC Phone Banc
2017-05-03
0088723258
Batch 105646642

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:	**Results of document alteration:**
Security Screen:	Absence of "Original Document" Verbiage on back of check
Micro-Printing- "MP"	Small type and signature area and surrounding Paid [illegible] Scanned.
Chemically Sensitive Paper:	Appearance of brown and blue stains may indicate alterations.
Fluorescent Fibers:	Invisible unless exposed to ultraviolet light.
True Watermark:	Hold up to light to view, absence indicates alteration.

DEPOSIT TICKET

☑ CASH ▶

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOEMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

90-4377-1222

DATE 8/23/13

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

NO HOLD

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) ★

(OR TOTAL FROM OTHER SIDE)

SUB TOTAL ▶ 10,800.00

★ LESS CASH RECEIVED ▶

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

$ 10,800.00

⑆122243774⑆680128425 5⑈ 009

★ "CASH" AND OTHER ITEMS ARE ACCEPTED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

JR-181131

CHE
USE ONLY

			CURRENCY COUNT FOR FINANCIAL INSTITUTION USE ONLY
		x 100	
		x 50	
		x 20	
		x 10	
		x 5	
		x 2	
		x 1	
		DOLLARS	CENTS
		$	

>322274527<
BOC Phone Banc
2017-08-24
0088154755
Batch 116576838

Hof's Hut
RESTAURANT & BAKERY
Est. 1951

Lucille's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK

16-1606/1220

EZShield™ Check Fraud Protection for Business

361838

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
8/18/2017	361838	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN
& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

Security features. Details on back.

⑈361838⑈ ⑆122016066⑆ 112⑈532765⑈

ENDORSE HERE

CHECK HERE AFTER

B IFORNIA
13744
DEPO E CREDIT OF

086 255

Authoriz

>322274527<
BOC Phone Banc
2017-08-24
0088154756
Batch 116576838

DEPOSIT TICKET

[V] CASH ▶

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
8785 - J AIRWAY AVENUE
COSTA MESA, CA 92626

90-4377-1222

10,800.00

NO HOLD

DATE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

(OR TOTAL FROM OTHER SIDE)

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) ▶

SUB TOTAL ▶

BY:

* LESS CASH RECEIVED ▶

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

$ 10,800.00

⑆122243774⑆6801284255⑈ 009

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR NOT APPLICABLE COLLECTION AGREEMENT

>322274527<
BOC Phone Banc
2017-09-13
0088053259
Batch 118447590

DATE	DOLLAR	CHECK USE $
	$	

CLEARING COUNT FOR INSTRUMENTS INSTRUCTIONS

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

California United Bank
90-4388/1222

Security features included. Details on back.

358138

NO. 358138

DATE September 05, 2017

PAY TO THE ORDER OF

AMOUNT **$10,800.00**

****** Ten thousand eight hundred and 00/100 ******

M J KING/A S KING/CRAIG HOFMAN
3185 H Airway Avenue
C/O King`s Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

MP

MP

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈358138⑈ ⑆122243884⑆832542100 ⑈

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

LIFORNIA
243744
HE CREDIT OF

DEP(

68

1255

>322274527<
BOC Phone Banc
2017-09-13
0088053260
Batch 118447590

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:	Results of document alteration:
Security Screen:	Absence of "Original Document" Verbiage on back of check
Micro-Printing-"MP"	Small type under endorsement area and surrounding Padlock Security box appears blurred if copied or scanned
Chemically Sensitive Paper:	Appearance of brown and or blue stains may indicate alterations
Fluorescent Fibers:	Invisible unless exposed to ultraviolet light.
True Watermark:	Hold up to light to view absence indicates alteration

DEPOSIT TICKET
TO BE USED FOR DEPOSIT TRANSACTIONS ONLY

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 H AIRWAY AVE.
COSTA MESA, CA 92626

DATE Jan 3 2018
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE ONLY IF CASH RECEIVED FROM DEPOSIT

BANCO POPULAR
BANCO POPULAR NORTH AMERICA
6001 E. WASHINGTON BOULEVARD
CITY OF COMMERCE, CA 90040

DO NOT USE DEPOSIT TICKET ROUTING # FOR AUTOMATIC PAYMENT - USE VOIDED CHECK

⑆5493⑈0600⑆ 6801284255⑈

☐ CASH INCLUDING COINS ▸	10800.00
List Checks Singly	9723.29
TOTAL ITEMS ☐ OR TOTAL FROM REVERSE	
SUB TOTAL ▸	20523.29
☐ LESS CASH RECEIVED ▸	
$	20523.29

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

ADDITIONAL CHECK LISTING SPACE

CHECKS LIST SEPARATELY	DOLLARS	CENTS

THIS TOTAL MUST BE ENTERED ON OTHER SIDE ▶

>322274527<
BOC 3 MacArthur
2018-01-03
004066801 2
Batch 1295837 96
Account 6801284255
DDA Deposit 20,523.29

	x 1 s		
	x 2 s		
	x 5 s		
	x 10 s		
	x 20 s		
	x 50 s		
	x 100 s		
	TOTAL $		

Hof's Hut
RESTAURANT & BAKERY
Est. 1951

Lucille's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK

16-1606/1220

EZShield™ Check Fraud Protection for Business

364957

Security features. Details on back.

Nine Thousand Seven Hundred Twenty Three Dollars And 29 Cents

DATE	CHECK NO.	AMOUNT
12/21/2017	364957	$9,723.29

PAY TO THE ORDER OF:

CRAIG HOFMAN

& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈364957⑈ ⑆122016066⑆ 112⑈532765⑈

ENDORSE HERE

Deposit Acct. 6801284255

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

>322274527<
BOC 3 MacArthur
2018-01-03
0040668013
Batch 129583796

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features	Results of document alteration
Microprint	• MP: small print line appears as dotted line when copied
Chemically Sensitive Paper	• Stains or spots may appear due to chemical alteration
Security Screen	• Warning: Original Document Void Image on Back of Document

Reproduction or alteration of this Check Payable Security Area [illegible]

★ FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

California United Bank
90-4388/1222

Security features included. Details on back.

362623

NO. 362623

DATE December 19, 2017

PAY TO THE ORDER OF

AMOUNT **$10,800.00**

****** Ten thousand eight hundred and 00/100 ******

M J KING/A S KING/CRAIG HOFMAN

3185 H Airway Avenue

C/O King`s Seafood Company

Costa Mesa, CA 92626

VOID AFTER 180 DAYS

MP

MP

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈362623⑈ ⑆122243884⑆832542100 ⑈

ENDORSE HERE

X

Acct 6801284255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

RESERVED FOR FINANCIAL INSTITUTION USE*

MP

>322274527<
BOC 3 MacArthur
2018-01-03
00406680 14
Batch 129583796

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:	Results of document alteration:
Security Screen:	Absence of "Original Document" Verbiage on back of check
Micro-Printing- "MP"	Small type under endorsement area and surrounding Padlock Security box appears blurred if copied or scanned.
Chemically Sensitive Paper:	Appearance of brown and or blue stains may indicate alterations
Fluorescent Fibers:	Invisible unless exposed to ultraviolet light.
True Watermark:	Hold up to light to view. absence indicates alteration.

DEPOSIT TICKET
TO BE USED FOR DEPOSIT TRANSACTIONS ONLY

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 H AIRWAY AVE.
COSTA MESA, CA 92626

MO
HLD
1

DATE May 8 2018
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE ONLY IF CASH RECEIVED FROM DEPOSIT

BANCO POPULAR
BANCO POPULAR NORTH AMERICA
6001 E. WASHINGTON BOULEVARD
CITY OF COMMERCE, CA 90040

DO NOT USE DEPOSIT TICKET FOR [illegible] AND
AUTOMATIC PAYMENTS [illegible] VOIDED CHECK

⑆5493⑈0600⑆ 6801284255⑈

☐ CASH INCLUDING COINS ▶	
	10800.00
List Checks Singly	10800.00
TOTAL ITEMS OR TOTAL FROM REVERSE	
☐ SUB TOTAL ▶	
☐ LESS CASH RECEIVED ▶	
$	21600.00

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

ADDITIONAL CHECK LISTING SPACE

CHECKS LIST SEPARATELY	DOLLARS	CENTS
		•
		•
		•
		•
		•
		•

THIS TOTAL MUST BE ENTERED ON OTHER SIDE ▶

>322274527<
•BOC 3 MacArthur
2018-05-22
004046363649
Batch 1436666219
Account 6801284255
DDA Deposit 21,600.00

COUNTY COURT - FOR FINANCIAL INSTITUTION USE ONLY

	x 1 s		
	x 2 s		
	x 5 s		
	x 10 s		
	x 20 s		
	x 50 s		
	x 100 s		
	TOTAL $		

Hof's Hut
RESTAURANT & BAKERY
Est. 1951

Lyall's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK

16-1606/1220

EZShield™ Check Fraud Protection for Business

368318

Security features. Details on back.

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
5/3/2018	368318	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN

& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈368318⑈ ⑆122016066⑆ 112⑈532765⑈

ENDORSE HERE

PAY TO THE ORDER OF
BANCO POPULAR
PA FOR DEPOSIT ONLY
M. JEFFREY KING/A. SAMUEL KING/
CRAIG HOFMAN
M. JEFFRE 6801284255 NG/
CRAIG
6801284255

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

>322274527<
BOC 3 MacArthur
2018-05-22
0040463651
Batch 143666219

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

California United Bank
90-4388/1222

Security features included. Details on back.

368375

NO. 368375

DATE May 01, 2018

AMOUNT **$10,800.00**

PAY TO THE ORDER OF

****** Ten thousand eight hundred and 00/100 ******

M J KING/A S KING/CRAIG HOFMAN
3185 H Airway Avenue
C/O King`s Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KING'S SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED. SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈368375⑈ ⑆122243884⑆832542100 ⑈

ENDORSE HERE

X PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M. JEFFREY KONIGSBERG, SAMUEL KONIGSBERG
CRAIG HOFMAN
[redacted]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

MP

>322274527<
BOC 3 MacArthur
2018-05-22
0040463650
Batch 143666219

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:	Results of document alteration:
Security Screen:	Absence of "Original Document" Verbiage on back of check
Micro-Printing- "MP"	Small type under endorsement area and surrounding Padlock Security box appears blurred if copied or scanned.
Chemically Sensitive Paper:	Appearance of brown and or blue stains may indicate alterations.
Fluorescent Fibers:	Invisible unless exposed to ultraviolet light.
± True Watermark:	Hold up to light to view absence indicates alteration.

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Aug 30 2019

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) *

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

JD 10113)

[V] CASH ▶

90-4377-1222

▶ 10800.00

▶

▶

(OR TOTAL FROM OTHER SIDE)

SUB TOTAL ▶ 10800.00

* LESS CASH RECEIVED ▶

$ 10800.00

⑆122243774⑆6801284255⑈ 009

DDA Credits - 8/30/2019

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

100	×	
50	×	
20	×	
10	×	
5	×	
2	×	
1	×	
		$

DOLLARS CENTS

CHECKS

>322274527<
BOC Newport Beach
2019-08-30
0019285079
Batch 195391444

08/30/2019 10:17 AM
Br# 19 Trn# 8463 Seq# 1897
Account 6801284255
DDA Deposit 10,800.00

DDA Credits - 8/30/2019

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3820/1222

Security features included. Details on back.

391358

NO. 391358

DATE August 20, 2019

AMOUNT **$10,800.00**

PAY TO THE ORDER OF

****** Ten thousand eight hundred and 00/100 ******

M J King/A S King/Craig Hofman
3185 H Airway Avenue
C/O King`s Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈391358⑈ ⑆122238200⑆832542100 ⑈

Transit - 8/30/2019

ENDORSE HERE

X

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M. JEFFREY KING & BARBARA KING
CRAIG HOFFMAN
0001204255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

>322274527<
BOC Newport Beach
2019-08-30
0019285080
Batch 195391444

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:
Micro-Printing-"up"
Chemically Sensitive Paper:
Fluorescent Fibers:
True Watermark:

Transit - 8/30/2019

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Aug 28 2018

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) *

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

[V] CASH ▶	
90-4377-1222	
▶	10800.00
▶	
▶	
(OR TOTAL FROM OTHER SIDE)	
SUB TOTAL ▶	10800.00
* LESS CASH RECEIVED ▶	
$	10800.00

⑆122243774⑆6801284255⑈ 009

CHE
USE

			CURRENCY COUNT FOR FINANCIAL INSTITUTION USE ONLY
			x 100
			x 50
			x 20
			x 10
			x 5
			x 2
			x 1
	DOLLARS	CENTS	
	$		

>322274527<
BOC 3 MacArthur
2018-08-24
0040765300
Batch 153480062

Account 6801284255
DDA Deposit 10,800.00

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3820/1222

Security features included. Details on back.

373407

NO. 373407

DATE August 14, 2018

PAY TO THE ORDER OF

AMOUNT **$10,800.00**

****** Ten thousand eight hundred and 00/100 ******

M J King/A S King/Craig Hofman

3185 H Airway Avenue

C/O King's Seafood Company

Costa Mesa, CA 92626

VOID AFTER 180 DAYS

MP

MP

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈373407⑈ ⑆122238200⑆832542100 ⑈

ENDORSE HERE

X

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M. JEFFREY KINGA, SAMUEL KING/
CRAIG HOFMAN
6801284255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

MP

>322274527<
BOC 3 MacArthur
2018-08-24
0040765301
Batch 153480062

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:	Results of document alteration:
Security Screen:	Absence of "Original Document" Verbiage on back of check
Micro-Printing- "MP"	Small type under endorsement area and surrounding Padlock Security box appears blurred if copied or scanned.
Chemically Sensitive Paper:	Appearance of brown and or blue stains may indicate alterations.
Fluorescent Fibers:	Invisible unless exposed to ultraviolet light.
* True Watermark:	Hold up to light to view, absence indicates alteration.

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Aug 20 2018

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) ★

BANC OF CALIFORNIA

877-770-BANC(2282) www.bancofcal.com

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

JD 101 1 A1

[V] CASH ▶

90-4377-1222

▶ 10 800.00

▶

▶

(OR TOTAL FROM OTHER SIDE)

SUB TOTAL ▶ 10800.00

★ LESS CASH RECEIVED ▶

$ 10 800.00

⑆122243774⑆6801284255⑈ 009

CURRENCY COUNT FOR FINANCIAL INSTITUTION USE ONLY

x 100			
x 50			
x 20			
x 10			
x 5			
x 2			
x 1			
	$		
	DOLLARS	CENTS	

CHE
LIST

>322274527<
BOC 3 MacArthur
2018-08-31
0040373322
Batch 154191770

Account 6801284255
DDA Deposit 10,800.00

371056

Hof's Hut
RESTAURANT & BAKERY
Est. 1951

Lucille's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK
16-1606/1220

Z7Shield™ Check Fraud Protection for Business

Security features. Details on back.

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
8/22/2018	371056	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN

& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈371056⑈ ⑆122016066⑆ 112⑈532765⑈

ENDORSE HERE

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M. JEFFREY KING/A. SAMUEL KING/
CRAIG HOFMAN
680128425

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE _____

DO NOT [illegible] TAMP OR SIGN BELOW THIS LINE

>322274527<
BOC 3 MacArthur
2018-08-31
004037323
Batch 154191770

FEDERAL RESERVE BOARD OF GOVERNORS REG CC

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

JAN 18/2019 1:05 PM

DATE Jan 18/2019 Br# 19 Tlr# 4118 Seq# 32

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Account 6801284255

DDA Deposit 21,600.00

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) ★

☑ CASH ▶	
90-4377/1222	
2 ▶	10800.00
	10800.00
▶	
SUB TOTAL ▶	21600.00
★ LESS CASH RECEIVED ▶	
$	21600.00

BANC OF CALIFORNIA
877-770-BANC(2262) www.bancofcal.com

⑆122243774⑆6801284255⑈ 009

DDA Credits - 1/18/2019

CHE LIST 3

>322274527<
BOC Laguna Beach
2019-01-18
0016670897
Batch 168842460

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY		DOLLARS	CENTS
		$	
1	x		
2	x		
5	x		
10	x		
20	x		
50	x		
100	x		

DDA Credits - 1/18/2019

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3820/1222

Security features included. Details on back.

380174

NO. 380174

DATE January 01, 2019

PAY TO THE ORDER OF

AMOUNT **$10,800.00**

****** Ten thousand eight hundred and 00/100 ******

M J King/A S King/Craig Hofman
3185 H Airway Avenue
C/O King`s Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈380174⑈ ⑆122238200⑆832542100 ⑈

Transit - 1/18/2019

ENDORSE HERE

X

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M. JEFFREY KING/A. SAMUEL KING/
CRAIG HOFMAN
6801284255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

>322274527<
BOC Laguna Beach
2019-01-18
0016670898
Batch 168842460

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features: Results of document alteration.
Security Screen: Absence of "Original Document" Verbiage on back of check.
Micro-Printing: Text appears solid from a distance. Text is clear and sharp when viewed with a magnifying glass. Letters in "Payee" and "Amount" fields are separated.
Chemically Sensitive Paper: Appearance of brown and/or blue stains may indicate alterations.
Fluorescent Fibers: Invisible unless exposed to ultraviolet light.
True Watermark: Hold up to light to view. Absence indicates alteration.

Transit - 1/18/2019

374442

Hof's Hut RESTAURANT & BAKERY Est. 1951

Lyle's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK
16-1606/1220

EZShield™ Check Fraud Protection for Business

Security features. Details on back.

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
1/10/2019	374442	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN
& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈374442⑈ ⑆122016066⑆ 112⑈532765⑈

Transit - 1/18/2019

ENDORSE HERE

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M JEFFREY KING/A SAMUEL KING/
CRAIG HOFMAN
6301284255

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

>322274527<
BOC Laguna Beach
2019-01-18
0016670899
Batch 168842460

Transit - 1/18/2019

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE April 30 2019

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) ★

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

☑ ☐ CASH ▶	
90-4377-1222	
▶	10800.00
▶	10800.00
▶ (OR TOTAL FROM OTHER SIDE)	
SUB TOTAL ▶	21600.00
★ LESS CASH RECEIVED ▶	
$	21600.00

⑆122243774⑆6801284255⑈ 009

DDA Credits - 5/3/2019

>322274527<
BOC Newport Beach
2019-05-03
0019467426
Batch 180167792

Account 6801284255
DDA Deposit 21,600.00

CHE LIST $

	DOLLARS	CENTS
	$	
x 1		
x 2		
x 5		
x 10		
x 20		
x 50		
x 100		

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

DDA Credits - 5/3/2019

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3820/1222

Security features included. Details on back.

386160

NO. 386160

DATE April 16, 2019

AMOUNT **$10,800.00**

PAY TO THE ORDER OF

****** Ten thousand eight hundred and 00/100 ******

M J King/A S King/Craig Hofman
3185 H Airway Avenue
C/O King`s Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KINGS SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED, SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈386160⑈ ⑆122238200⑆832542100 ⑈

Transit - 5/3/2019

ENDORSE HERE

X

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M JEFFREY KING/A. SAMUEL KING/
CRAIG HOFMAN
6801284255

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

>322274527<
BOC Newport Beach
2019-05-03
0019467427
Batch 180167792

The security features listed below, as well as those not listed, exceed industry guidelines. Absence of these features may indicate alteration.

Security Features:
Results of document alteration:
Security Screen: Appears on face and reverse on back of check. Alteration causes discoloration.
Micro Printing: "MP" Small high resolution lines and lettering. Photocopy causes lines and lettering to disappear.
Chemically Sensitive Paper: Appearance of brown and or blue stains may indicate alterations.
Fluorescent Fibers: Invisible unless exposed to ultraviolet light.
True Watermark: Hold up to light to view. Absence indicates alteration.

Transit - 5/3/2019

376859

Hof's Hut RESTAURANT & BAKERY Est. 1959

Lucille's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK
16-1606/1220

EZShield™ Check Fraud Protection for Business

Security features. Details on back.

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
4/24/2019	376859	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN
& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈376859⑈ ⑆122016066⑆ 112⑈532765⑈

Transit - 5/3/2019

ENDORSE HERE

PAY TO THE ORDER OF
BANCO POPULAR
FOR DEPOSIT ONLY
M. JEFFREY KING& SAMUEL KING
CRAIG HOFMAN
0001264253

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

>322274527<
BOC Newport Beach
2019-05-03
0019467428
Batch 180167792

Transit - 5/3/2019

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Sep- 11 2019

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED) *

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

JD-101(3)

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

✓ CASH ▶	
90-4377-1222	
▶	
▶	10800.00
▶ (OR TOTAL FROM OTHER SIDE)	
SUB TOTAL ▶	10800.00
* LESS CASH RECEIVED ▶	
$	10800.00

⑆122243774⑆6801284255⑈ 009

DDA Credits - 9/12/2019

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

		DOLLARS	CENTS
x 100			
x 50			
x 20			
x 10			
x 5			
x 2			
x 1		$	

CHE LIST

>322274527<
BOC Newport Beach
2019-09-12
0019573237
Batch 196787988

09/12/2019 9:37 AM
Br# 19 Trr# 8463 Seq# 2057
Account 6801284255
DDA Deposit 10,800.00

DDA Credits - 9/12/2019

379714

Hof's Hut RESTAURANT & BAKERY Est. 1952

Lucille's SMOKEHOUSE BAR-B-QUE

CORPORATE OFFICES
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 596-0200

CITY NATIONAL BANK
16-1606/1220

EZShield™ Check Fraud Protection for Business

Security features. Details on back.

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECK NO.	AMOUNT
8/29/2019	379714	$10,800.00

PAY TO THE ORDER OF:

CRAIG HOFMAN
& M.J. KING AND A.S. KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1000.00

⑈379714⑈ ⑆122016066⑆ 112⑈532765⑈

Transit - 9/12/2019

ENDORSE HERE

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

>322274527<
BOC Newport Beach
2019-09-12
0019573238
Batch 196787988

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Transit - 9/12/2019

DDA Credits - 1/14/2020

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3165 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Jan 14 2020

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

BANC OF CALIFORNIA

CASH

10800.00

SUB TOTAL 10800.00

LESS CASH RECEIVED

$ 10800.00

⑆122243774⑆6801284255⑈ 009

DDA Credits - 1/14/2020

>322274527<
BOC Newport Beach
2020-01-14
0019807455
Batch 210838612

01/14/2020 10:33 AM
Br# 19 Trn# 4113 Seq# 17
Account 6801284255
DDA Deposit 10,800.00

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

	DOLLARS	CENTS
100		
50		
20		
10		
5		
2		
1		
CHE		

Transit - 1/14/2020

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3165 J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank

396976

NO. 396976

DATE January 08, 2020

AMOUNT $10,800.00

PAY TO THE ORDER OF

****** Ten thousand eight hundred and 00/100 ******

M J King/A S King/Craig Hofman
3165 H Airway Avenue
C/O King's Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

ALTERATION PROTECTED SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU LANGERS. SEE DETAILS ON REVERSE.

⑈396976⑈ ⑆122238200⑆632542100 ⑈

Transit - 1/14/2020

>322274527<
BOC Newport Beach
2020-01-14
0019807456
Batch 210838612

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

CHECK HERE

DDA Credits - 1/23/2020

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Jan 22 2020

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

BANC OF CALIFORNIA

CASH 10800.00

SUB TOTAL 10800.00

LESS CASH RECEIVED

$ 10800.00

⑆122243774⑆801284255⑈ 009

DDA Credits - 1/23/2020

>322274527<
BOC Newport Beach
2020-01-23
0019562933
Batch 211820317

01/23/2020 10:58 AM
Br# 19 Trn# 8463 Seq# 16
Account 801284255
DDA Deposit 10,800.00

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

100			
50			
20			
10			
5			
2			
1			

DOLLARS $ CENTS

CHECK COUNT

Transit - 1/23/2020

Hof's Hut
RESTAURANTS & BREWERY
Lucille's Smokehouse BBQ

CORPORATE OFFICES
2301 E WILLOW ST., SIGNAL HILL, CA 90755
(562) 595-0050

382855

CITY NATIONAL BANK
19-14061220

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE	CHECKING	AMOUNT
1/16/2020	382855	$10,800.00

PAY TO THE ORDER OF
CRAIG HOFMAN
& M J KING AND A S KING
AS TENANTS IN COMMON
COSTA MESA CA 92626

⑈382855⑈ ⑆122016066⑆ 112⑈532765⑈

Transit - 1/23/2020

>322274527<
BOC Newport Beach
2020-01-23
0019562933
Batch 211820317

ENDORSE HERE

PAY TO THE ORDER OF
BANK OF CALIFORNIA
NEWPORT BEACH
MAIN OFFICE
CORONA DEL MAR
NEWPORT BEACH
CALIFORNIA
92625

CHECK HERE AFTER INSIDE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR BURN BELOW THIS LINE

DDA Credits - 10/15/2020

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Oct 15 2020

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

CASH 5.00
90-4377-1222 5000.00
SUB TOTAL
LESS CASH RECEIVED
$ 5005.00

⑆122243774⑆680128425 5⑈ 009

DDA Credits - 10/15/2020

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

100	
50	
20	
10	
5	
2	
1	
TOTAL	$

CHECKS LIST SEPARATELY

DOLLARS CENTS

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TrID=8463-StartTm=12:02:00 PM-TranDt=10/15/20

Transit - 10/15/2020

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3520/1222

Security features included. Details on back.

403959

NO. 403959

DATE October 14, 2020

AMOUNT $5,000.00

PAY TO THE ORDER OF

****** Five thousand and 00/100 ******

M J King/A S King/Craig Hofman
3185 H Airway Avenue
C/O King's Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KING'S SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED. SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈403959⑈ ⑆122238200⑆832542100 ⑈

Transit - 10/15/2020

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TrID=8463-StartTm=12:02:00 PM-TranDt=10/15/20

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Daniel Pug Acct
0601264257

X

END PRESS HERE

GL Debits - 10/15/2020

ISN:

322274527
Branch: 19
Teller: 8463

Date: 10/15/2020
Start Time: 12:02:00 PM
Amount: 5.00
Account Number: 1001160019
Cash In

Deposit

Comments:

RT: 322274527

TC: 700

GL Debits - 10/15/2020

Electronic Item

DDA Credits - 10/15/2020

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Oct 15 2020

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

BANC OF CALIFORNIA

877-770-BANC(2262) www.bancofcal.com

CASH 5.00
90-4377-1222 5000.00
SUB TOTAL
LESS CASH RECEIVED
$ 5005.00

⑆122243774⑆680128425 5⑈ 009

DDA Credits - 10/15/2020

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

100	
50	
20	
10	
5	
2	
1	
TOTAL	$

CHECKS LIST SEPARATELY

DOLLARS CENTS

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TrID=8463-StartTm=12:02:00 PM-TranDt=10/15/20

Transit - 10/15/2020

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3520/1222

Security features included. Details on back.

403959

NO. 403959

DATE October 14, 2020

AMOUNT $5,000.00

PAY TO THE ORDER OF

****** Five thousand and 00/100 ******

M J King/A S King/Craig Hofman
3185 H Airway Avenue
C/O King's Seafood Company
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KING'S SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED. SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEED THRU NUMBERS. SEE DETAILS ON REVERSE.

⑈403959⑈ ⑆122238200⑆832542100 ⑈

Transit - 10/15/2020

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TrID=8463-StartTm=12:02:00 PM-TranDt=10/15/20

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Daniel Pug Acct
0601264257

X

END PRESS HERE

GL Debits - 10/15/2020

ISN:

322274527
Branch: 19
Teller: 8463

Date: 10/15/2020
Start Time: 12:02:00 PM
Amount: 5.00
Account Number: 1001160019
Cash In

Deposit

Comments:

RT: 322274527

TC: 700

GL Debits - 10/15/2020

Electronic Item

DDA Credits - 12/1/2020

DEPOSIT TICKET

M. JEFFREY KING
A. SAMUEL KING
CRAIG HOFMAN
3185 - J AIRWAY AVENUE
COSTA MESA, CA 92626

DATE Dec 1 2020
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

BANC OF CALIFORNIA
877-770-BANC(2262) www.bancofcal.com

CASH ☑ 10800.00
90 4177-1222
SUB TOTAL 10800.00
LESS CASH RECEIVED
$ 10800.00

⑆122243774⑆80128425 5⑈ 009

DDA Credits - 12/1/2020

CURRENCY COUNT - FOR FINANCIAL INSTITUTION USE ONLY

100	x	
50	x	
20	x	
10	x	
5	x	
2	x	
1	x	
TOTAL	$	

CHECKS LIST SINGLY

DOLLARS CENTS

-Inst=BANC OF CALIFORNIA
-RiNum=>322274627<
-BranchName=NEWPORT BEACHBr=49
-TrID=4116-StartTm=11:16:26 AM-TranDt=12/01/20

Transit - 12/1/2020

Hof's Hut RESTAURANT & BAR/LAY
Lucille's SMOKEHOUSE BAR-B-QUE

HOF'S HUT RESTAURANTS, INC.
2661 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 595-0200

CITY NATIONAL BANK
16-1606/1220

389616

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE 11/25/2020 CHECK NO. 389616 AMOUNT $10,800.00

PAY TO THE ORDER OF: CRAIG HOFMAN
3185 H AIRWAY AVE.
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1,000.00

⑈389616⑈ ⑆122016066⑆ 1125327 65⑈

Transit - 12/1/2020

ENDORSE HERE

Deposit Acct 1280425

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

-Inst=BANC OF CALIFORNIA
-RiNum=>322274627<
-BranchName=NEWPORT BEACHBr=19
-TrID=116-StartTm=11:16:26 AM-TranDt=:2/01/20

DDA Credits - 4/2/2021

BANC OF CALIFORNIA, INC. **CHECKING DEPOSIT** Fiserv form

DATE April 1 2021

NAME Craig Hofman

ADDRESS 3185 J Airway Ave Costa Mesa CA 92626

ACKNOWLEDGE RECEIPT OF CASH RETURNED BY SIGNING ABOVE

CASH ▶

CHECKS 10 800 00

10 800 00

SUB TOTAL ▶ 21 600 00

LESS CASH RECEIVED ▶

6801284255 NET DEPOSIT $ 21 600.00

⑆53001000 7⑈ 6801284255⑈ 009

DDA Credits - 4/2/2021

CLEARING CENTER - FOR INTERNAL USE ONLY

X 100		
X 50		
X 20		
X 10		
X 5		
X 2		
X 1		
TOTAL	$	

CHECKS LIST SINGLY DOLLARS CENTS

TOTAL MUST EQUAL ON FRONT SLIP

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TlrID=4118-StartTm= 1:40:30 PM-TranDt=04/02/21

Transit - 4/2/2021

THIS CHECK IS SECURITY PROTECTED - DETAILS LISTED ON BACK

KING'S SEAFOOD COMPANY, LLC.
3185-J AIRWAY AVE.
COSTA MESA, CA 92626
(714) 432-0400

Pacific Western Bank
90-3620/1322

Security features included. Details on back.

408047

NO. 408047

DATE March 10, 2021

AMOUNT $10,800.00

PAY TO THE ORDER OF ****** Ten thousand eight hundred and 00/100 ******
Craig Hofman
C/O King's Seafood Company
3185 H Airway Avenue
Costa Mesa, CA 92626

VOID AFTER 180 DAYS

AUTHORIZED REPRESENTATIVE OF KING'S SEAFOOD COMPANY, LLC.

ALTERATION PROTECTED. SECURITY FEATURES INCLUDE VOID PANTOGRAPH, MICROPRINT AND BLEEDTHRU NUMBERS. SEE DETAILS ON REVERSE.

⑈408047⑈ ⑆122238200⑆832542100 ⑈

Transit - 4/2/2021

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TlrID=4118-StartTm= 1:40:30 PM-TranDt=04/02/21

Transit - 4/2/2021

Hof's Hut RESTAURANT & BAKERY est. 1973

Lucille's SMOKEHOUSE BAR-B-QUE

HOF'S HUT RESTAURANTS, INC.
2601 E. WILLOW ST., SIGNAL HILL, CA 90755
(562) 595-0200

CITY NATIONAL BANK
16-1660/1220

391871

Ten Thousand Eight Hundred Dollars And 00 Cents

DATE 3/11/2021 CHECK NO. 391871 AMOUNT $10,800.00

PAY TO THE ORDER OF CRAIG HOFMAN
3185 H AIRWAY AVE.
COSTA MESA CA 92626

TWO SIGNATURES REQUIRED OVER $1,000.00

⑈391871⑈ ⑆122016066⑆ 112532765⑈

Transit - 4/2/2021

ENDORSE HERE

Dep DW Acct 6801 284255

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

-Inst=BANC OF CALIFORNIA
-RtNum=>322274527<
-BranchName=NEWPORT BEACHBr=19
-TlrID=4118-StartTm= 1:40:30 PM-TranDt=04/02/21

Security Features:
- Microprint Line
- Chemically Sensitive Paper
- Security Screen
- Results of document alteration: - Small type in line appears blurred or broken - Stains or spots may appear with chemical or liquid - "Void" Document verbiage on back of check

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

EXHIBIT “C”

20050422-0002684

Fee: $18.00 RPTT: EX#008
N/C Fee: $0.00

04/22/2005 12:09:43
T20050073830
Requestor:
NEVADA LEGAL FORMS & BOOKS INC

Frances Deane KGP
Clark County Recorder Pgs: 5

APN: 178-19-611-076
~~Recording requested by~~ and mail documents and tax statements to:

Name: CRAIG HOFMAN

Address: 2601 E. WILLOW

City/State/Zip: SIGNAL HILL, CALIFORNIA 90755

DED104
Nevada Legal Forms & Books, Inc. (702) 870-8977
www.legalformsrus.com

5

RPTT: 8

QUITCLAIM DEED

Archive Copy

THIS INDENTURE WITNESS That the GRANTOR(S):
CRAIG H. HOFMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST, MARTIN JEFFREY KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 25% INTEREST AND ALFRED S. KING AND JANET L. KING HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 25% INTEREST, ALL AS TENANTS IN COMMON

for and in consideration of ZERO Dollars ($ 0.00)
do hereby QUITCLAIM the right, title and interest, if any, which GRANTOR may have in all that real property, the receipt of which is hereby acknowledged, to the GRANTEE(S):
HOF'S HUT RESTAURANTS, INC AS TO AN UNDIVIDED 50% INTEREST

all that real property situated in the City of HENDERSON County of CLARK, State of NEVADA bounded and described as follows: *(Set forth legal description and commonly known address)*

COMMONLY KNOWN ADDRESS:
2220 VILLAGE WALK DRIVE UNIT 3306, HENDERSON, NEVADA

WARNING: THE COUNTY RECORDER MAY CHARGE AN ADDITIONAL FEE IF YOU WRITE WITHIN THE 1" MARGINS OF THIS DOCUMENT OR VIOLATE ANY OTHER RECORDING REQUIREMENTS IMPOSED BY YOUR COUNTY RECORDER.

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A", AND BY THIS REFERENCE MADE A PART HEREOF

Together with all and singular hereditament and appurtenances thereunto belonging or in any way appertaining to.

In Witness Whereof, I/We have hereunto set my hand/our hands on 18th day of APRIL, 20 05.

Signature of Grantor
CRAIG H. HOFMAN

Signature of Grantor

Signature of Grantor

Signature of Grantor

Assessor's Copy

STATE OF California)
COUNTY OF Los Angeles)

On this 18th day of APRIL, 2005, appeared before me, a Notary Public, CRAIG H. HOFMAN----------

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

SONYA B. LONG

SONYA B. LONG
Commission # 1415472
Notary Public - California
Orange County
My Comm. Expires May 3, 2007

Sonya B. Long
Notary Public
My commission expires: 5-3-07
Consult an attorney if you doubt this forms fitness for your purpose.

EXHIBIT "A"

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2)-COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

///

///

Assessor's Copy

PARCEL THREE (3)-LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4)-APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

PARCEL NO. 178-19-611-076

Assessor's Copy

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 178-19-611-076
b)
c)
d)

FOR RECORDER'S OPTIONAL USE ONLY
Book _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:

a) ☐ Vacant Land b) ☑ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2/4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

3. Total Value/Sales Price of Property $ 0.00
Deed in Lieu of Foreclosure Only (value of property) (0.00)
Transfer Tax Value: $ 0.00
Real Property Transfer Tax Due $ 0.00

4. **IF EXEMPTION CLAIMED:**
a. Transfer Tax Exemption per NRS 375.090, Section 8
b. Explain Reason for Exemption:
TRANSFER TO A CORPORATION

5. Partial Interest: Percentage being transferred: 50 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity **GRANTOR**

Signature _____ Capacity **GRANTEE**

ASSESSOR'S COPY

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print name: CRAIG H. HOFMAN	Print name: HOF'S HUT RESTAURANTS, INC
Address: 2601 E. WILLOW	Address: 2601 E. WILLOW
City: SIGNAL HILL	City: SIGNAL HILL
State: CALIFORNIA Zip: 90755	State: CALIFORNIA Zip: 90755

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: NEVADA LEGAL FORMS & BOOKS, INC. Escrow # _____
Address: 3901 W. CHARLESTON BLVD.
City: LAS VEGAS State: NEVADA Zip: 89102

AN ADDITIONAL RECORDING FEE OF $1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

268 4

EXHIBIT “D”

Chicago Title of Nevada, Inc.

7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128

Phone: (702) 940-0200
Fax: (702) 932-0300

ASSIGNEE INSTRUCTIONS

Chicago Title of Nevada, Inc.
7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128

Date: January 25, 2022

Order Number: **21007808-034-KS**
Property Address: **2220 Village Walk Drive # 3306 Henderson, NV 89052**

Escrow/Settlement Agent is hereby instructed and directed that the Assignee(s) in the above numbered transaction is/are to be Village Walk 3306, LLC and you are hereby instructed to treat said assignee(s) in all respects as though they were the original purchaser(s) to said transaction.

The undersigned Assignor(s) by signature(s) below, does hereby relinquish all of their right, title and interest in and to the subject transaction and the property to which it pertains, and assign all such rights to the herein named Assignees. Further, all funds heretofore deposited by Assignor(s) are hereby unconditionally transferred to the account of said Assignees without reimbursement to or collection for the account of the Assignor(s).

The undersigned Assignees, jointly and severally, hereby accept the appointment as Assignee hereunder, and indicates that he has received, read and approved all instructions controlling this transaction and any other related documents thereto, and accepts the obligations and rights imposed and granted thereunder.

ASSIGNOR ACKNOWLEDGES THAT THERE WILL BE A 1099-MISC FILED WITH THE INTERNAL REVENUE SERVICE IN THE AMOUNT OF THE ASSIGNMENT FEE (IF ANY), UPON DISBURSEMENT TO ASSIGNOR AT CLOSING.

ASSIGNOR: Jeffrey Steffen

_____

_____

ASSIGNEE: Village Walk 3306, LLC

_____

_____

ACCEPTANCE BY SELLER

Undersigned Seller hereby accepts Buyer/Assignee in place of Assignor as the substituted party to said transaction, and agrees with Assignee to be bound by the terms of all instructions in all respects, as if Assignee was originally named therein as a party in place of Buyer/Assignor. **SELLER ACKNOWLEDGES THAT SAID ASSIGNMENT MAY OR MAY NOT BE MADE AT A PROFIT.**

SELLERS:

Hof's Hut Restaurants, Inc.

By: _____
Craig Hofman, authorized signer

_____
Alfred S. King

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

By: _____
Paul Daniel King, Personal Representative

_____
Janet L. King

Chicago Title of Nevada, Inc.

7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128

Phone: (702) 940-0200
Fax: (702) 932-0300

ESCROW DISCLOSURE

TO: Chicago Title of Nevada, Inc.
RE: 21007808-034-KS

Date: January 23, 2022

The undersigned parties acknowledge that the Escrow Agent's function is to be a neutral third party, taking mutual instructions from the parties to a transaction for preparation of documentation to complete the principals' prior agreements.

The Escrow Agent is NOT AN ATTORNEY and CANNOT ADVISE the parties as to any legal business, or tax consequences of any provisions or instrument set forth or prepared in connection with this transaction. The undersigned have read and understand each document to which we have affixed our signature and have authorized and instructed Escrow Agent in the manner in which any blanks remaining in said forms are to be completed. With regard to any questions we may have had pertaining to the Escrow Instructions and/or the Escrow Agent's role or participation in this escrow, we have received sufficient explanation. We understand that the subject escrow shall close in accordance with the matters set forth on the documents we have executed.

DO NOT AFFIX YOUR SIGNATURES BELOW UNTIL YOU HAVE READ AND AGREED WITH THE MATTERS SET FORTH ABOVE. SHOULD YOU STILL HAVE QUESTIONS WITH REGARD TO THE ABOVE, YOU ARE ADVISED TO SEEK THE ADVICE OF AN INDEPENDENT LEGAL COUNSEL.

BUYER:

Village Walk 3306, LLC, a Wyoming limited liability company

_____
Jeffrey J. Steffen, manager

SELLERS:

Hof's Hut Restaurants, Inc.

_____
Craig Hofman, authorized signer

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

_____
Paul Daniel King, Personal Representative

_____
Alfred S. King

_____
Janet L. King

Chicago Title of Nevada, Inc.

7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128

Phone: (702) 940-0200
Fax: (702) 932-0300

GAP INDEMNITY AGREEMENT

WHEREAS, Chicago Title of Nevada, Inc., (the Company) is about to issue its title insurance policy or policies upon the following described real estate.

See Exhibit "A"

AND, WHEREAS, the Company, in its examination of the title to said real estate, has raised as exceptions to such title the following matters:

(2) Liens, encumbrances and any other matters affecting title which shall have intervened, or occurred, or become for the first time disclosed of record between the date of the last preliminary title report or commitment issued by the Company which respect to said real estate and the date of recording the instrument or instruments creating the estate, interest or lien to be insured.

AND, WHEREAS, the Company has been requested to issue such policies without taking exception to said matters, or, if they are excepted, to insure against certain loss caused thereby, whether by endorsement or otherwise;

AND, WHEREAS, the Company may hereafter in the ordinary course of its business issue another policy or other policies in the form or forms now or then commonly used by the Company, insuring in the manner set forth above.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy, the undersigned covenants and agrees with the Company (1) to forever fully protect, defend and save harmless the Company from and against the above mentioned matters; (2) to forever fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of or growing out of said matters, or any of them, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any rights existing or hereafter arising, or which at any time be claimed to exist under or by reason, or in consequence of or growing out of said matters or of any of them; (3) to defend at undersigned's own costs and charges in behalf of and for the protection of the Company and of the parties insured, or who may be insured, against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend at the reasonable expense of the undersigned if it so elects) any and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and every provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of such matters in the manner described above; (5) to reimburse the Company for reasonable attorney's fees and other costs of enforcing this agreement.

The Company shall have the right at any time hereafter, when it shall deem it necessary or expedient, in its reasonable discretion and upon prior written notice to the undersigned to pay, discharge, satisfy or remove from the title to said real estate the said matters or any of them and the undersigned covenant and agree to pay to the Company all amounts reasonably expended on demand.

In case such matters are removed from the title to said real estate (other than by the Company) to the reasonable satisfaction of the Company, then the above obligation to be void, otherwise to remain in full force and virtue.

If the policy or policies are issued through an agent, this agreement shall also run in favor of the agent.

Exhibit "A"

Legal Description

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF SAID POLICIES.

IN WITNESS WHEREOF, this agreement has been executed this _____ day of _____, 20_____.

INDEMNITOR:

Hof's Hut Restaurants, Inc.

_____

Craig Hofman, authorized signer

_____

Alfred S. King

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

_____

Paul Daniel King, Personal Representative

_____

Janet L. King

Chicago Title of Nevada, Inc.

7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128

Phone: (702) 940-0200
Fax: (702) 932-0300

GENERAL CONDITIONS OF ESCROW AND ESCROW INSTRUCTIONS

DATE: January 20, 2022
ESCROW NUMBER: 21007808-034-KS
ESCROW OFFICER: Kathe Stevens

Chicago Title of Nevada, Inc.
7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128
PHONE: (702) 940-0200
FAX: (702) 932-0300

These "General Conditions of Escrow and Escrow Instructions" (hereinafter referred to as Escrow Instructions) shall become an addendum to the Residential Purchase Agreement (Joint Escrow Instructions and Earnest Money Receipt) and any modifications thereto (hereinafter Agreement) and by this reference made a part hereof, and in combination therewith shall serve as Escrow Instructions for said Agreement, a copy of which is attached hereto as Exhibit "B". The parties hereto, by their signatures hereon, employ Chicago Title of Nevada, Inc., a Nevada Corporation (hereinafter "Escrow Agent") to act as Escrow Agent in connection with this transaction and authorize the Escrow Agent to close this escrow based upon the terms set forth in the Agreement.

Escrow Agent is hereby authorized and directed to examine the Agreement and is empowered to perform all acts set forth in the Agreement that are within the control of the Escrow Agent and are necessary or appropriate to close the transaction contemplated by the Agreement. The delivery of funds and documents for recordation to Escrow Agent shall signify that all of the terms and conditions in the Agreement have been complied with or waived to the satisfaction of Buyer and Seller.

Escrow Agent is released from any liability or responsibility for any condition, Agreement or provision in the Agreement not within the control of the Escrow Agent or not necessary or appropriate to accomplish the closing.

Escrow Agent is authorized to deliver Seller's instrument of conveyance to the Buyer upon payment to the Escrow Agent, for Seller's account, of the full consideration. Chicago Title of Nevada, Inc. shall issue to Buyer at Seller's expense the American Land Title Association (ALTA) Homeowner's Title Insurance Policy, or, if not available, an ALTA Standard Owner's Policy of Title Insurance, showing title vested in the name of Buyer. If not offered by Seller the Buyer may acquire extended coverage at Buyer's own additional expense. Buyer shall pay the cost of obtaining an ALTA Lender's Policy for any lender(s) hereunder, if applicable;

SUBJECT ONLY TO:

1. Real property taxes and assessments owing or assessed, after the close of escrow, including supplemental taxes, if any.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements of record as of the close of escrow.
3. The parties acknowledge, understand, and are aware that the County Treasurers office can and does assess supplemental taxes (for new construction and sometimes on existing homes) that may be retroactive. The parties further acknowledge and understand that the County Treasurers office may impose and collect recapture taxes in the event of an appreciation of the subject property. As any such supplemental tax bill and/or recapture taxes (if any) are assessed after the close of escrow (and effective date of the policy of title insurance), the supplemental tax bill (if any) and/or recaptured tax bill (if any) shall be the Buyers responsibility to handle outside of escrow. Escrow Agent is hereby relieved of any and all responsibility in regard to same.

Initials _____ Initials _____ Initials _____ Initials _____

Said conveyance and policy shall be relative to the property hereinafter described on the terms therein set forth, and will hand you an instrument conveying the said property which is described as follows to wit:

See Exhibit A attached hereto and made a part hereof.

PROPERTY COMMONLY KNOWN AS: 2220 Village Walk Drive # 3306
Henderson, NV 89052

PARCEL NO: 178-19-611-076

The following items are referenced herein for clarification purposes only and not with the intent to modify or amend the Residential Purchase Agreement referred to hereinabove:

INSURANCE: The Buyer herein is aware that homeowner's insurance is not a requirement to close this escrow. Buyer shall be responsible for ordering and acquiring his own policy of homeowner's insurance direct and outside of this escrow, for which Escrow Agent is not to be concerned nor held liable.

UTILITIES: Escrow Agent has no responsibility for investigating or guaranteeing the status of any trash fee, power, water, telephone, gas and/or other utility or use bill, except as otherwise specifically required herein.

PRORATIONS AND ADJUSTMENTS: All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. Re-prorations, if necessitated by subsequent changes, will be made direct and outside of escrow. The phrase "close of escrow" (COE) as used in this escrow means the date on which documents are recorded and relates only in proration and/or adjustments unless otherwise specified. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein. Tax bills issued after close of escrow shall be handled directly between Buyer and Seller.

SID'S/LID'S/ASSESSMENTS: Should the Agreement call for proration of existing SID's/LID's/Assessments, it shall be construed by Escrow Agent that the buyer hereunder will ASSUME said existing SID/LID/Assessment and the interest thereon shall be prorated to close of escrow.

CLOSE OF ESCROW: The term "close of escrow" shall be defined as the date upon which all necessary documents are recorded with the appropriate County Recorder's Office, unless directed in writing by the parties hereto that the "close of escrow" shall be otherwise defined.

Time is of the essence and each party shall comply with all requirements necessary to complete this escrow as provided in the Agreement; provided however, that if the closing date, or any other compliance date specified herein, falls on a Saturday, Sunday or holiday, the time limit set forth herein is extended through the next full business day. Parties acknowledge that the Agreement provides for "close of escrow" as stated in the Residential Purchase Agreement (Joint Escrow Instructions and Earnest Money Receipt) and any modifications thereto (hereinafter Agreement) and that escrow may not close either before nor after said date without specific written instructions from all parties hereto.

PERSONAL PROPERTY: Escrow Agent assumes no liability for any PERSONAL PROPERTY which may be a part of this escrow.

PRELIMINARY REPORT: The Agreement provides that the Title Company shall provide Buyer with a Title Commitment Report. Parties hereby acknowledge that Chicago Title of Nevada, Inc. does not provide a report by that name and shall issue its standard Preliminary Report in lieu of the "Title Commitment Report".

EXISTING ENCUMBRANCES: Escrow Agent is directed to record all necessary documents and pay any encumbrance which a title search reveals against the subject property, except as set forth herein. Escrow Agent shall pay any encumbrance(s) acting solely upon the written direction of the lien holder. It is expressly understood and agreed that Escrow Agent assumes no responsibility for the accuracy of any such statement or direction.

GRANTEE VESTING: Escrow Agent shall insert the names of the Grantee in the conveyance and/or encumbering documents prior to recordation of same, in compliance with the written vesting instruction provided by the Grantee or as set forth in the lender's instructions.

Initials _____ Initials _____ Initials _____ Initials _____

DISBURSEMENTS AND RECEIPTS: Escrow Agent shall charge to the appropriate party, all fees, expenses and charges incurred in connection with this transaction.

All disbursements made under this transaction shall be made by check drawn on the account of Chicago Title of Nevada, Inc..

All deposits made by or on behalf of the parties hereunder shall be in the form and manner, such as a Cashier's Check or bank wire. Escrow Agent shall not act upon nor disburse against any such deposits pending the clearance of same.

Chicago Title of Nevada, Inc. reserves the right to earn interest on all trust funds and said interest shall be retained by Chicago Title of Nevada, Inc., unless otherwise instructed to invest such funds for the benefit of one or more of the parties to this escrow. The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder, and Escrow Holder shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

RECORDING FEES: Escrow Agent shall charge recording fees to the appropriate party as customary in State of Nevada, unless instructed otherwise in the Residential Purchase Agreement (Joint Escrow Instructions and Earnest Money Receipt.

E-RECORDING AND APPROVAL OF FEES: Chicago Title of Nevada, Inc., records document with Clark County in an "E-Recording" format. This provides for a much longer window of time throughout the day during which your recording can be accomplished without the current deadlines. In order to facilitate E-Recording there is a charge of $4.50 per document charged by the E-Recording software provider, Simplifile. This charge is in addition to the recording charges which are assessed by the County Recorder.

If it is your choice NOT to allow for electronic recording, please contact your escrow staff immediately to inform them of your decision prior to close of escrow and recording of documents. Otherwise, your signature to this document will be deemed your authorization to proceed with e-recording and to bear the responsibility for the added charges due Simplifile.

COUNTY REQUIRED DOCUMENTATION: In the event the county requires evidence of value, Chicago Title of Nevada, Inc. is authorized to provide copies of all executed Escrow Instruction/Offer and Acceptance and closing statements/HUD 1 relative to the above numbered escrow, to the Clark County Recorder's office for their use in confirming the Real Property Transfer Tax due on the Deed conveying the subject real property.

COMMISSIONS: Commissions shall be payable per separate agreement. Escrow Agent is directed to disburse same to the extent that sufficient funds are available for disbursement.

FAX/TELECOPY INSTRUCTIONS: In the event the parties utilize "facsimile" transmitted signed documents, they shall be deemed originals. Escrow Agent shall be provided, within 72 hours of transmission, any documents necessary for recording with original signatures thereon. Facsimile signatures are not accepted for recording by the County Recorder thus delaying the close of escrow.

DELIVERY OF DOCUMENTS TO THIRD PARTIES: Seller and Buyer hereby authorize Escrow Agent to furnish copies of closing statements and escrow instructions to the Lender and/or Broker involved herein. Escrow Agent is further authorized to deliver a copy of any notice filed herein by one party upon the other, to the Broker(s) involved herein. Escrow Agent is directed to mail the respective policy(ies) of title insurance to the holder of any new encumbrance called for herein, and to the Buyer hereunder.

ATTORNEY COSTS: In the event an action is instituted in connection with this escrow, in which Escrow Agent is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments which Escrow Agent may expend or incur in said action, shall be the responsibility of the parties hereto.

CANCELLATION OR DISPUTES: Unless otherwise agreed by the parties, either party hereunder claiming right of cancellation of this escrow shall file a written notice and demand for cancellation in the office of Escrow Agent in writing. Escrow Agent shall, within three (3) business days following receipt of the written

Initials _____ Initials _____ Initials _____ Initials _____

notice, notify the other party by depositing a copy of said notice in the United States Mail, to the last address filed with Escrow Agent. Should no address be filed, Escrow Agent shall deposit such notice in the United States Mail c/o General Delivery. The notice shall be deemed to have been given upon deposit of said notice in the United States Mail, addressed as specified herein, with proper postage affixed thereto, and no further notice or evidence of receipt shall be required.

Unless written objection to the cancellation notice is received by Escrow Agent within ten (10) days following Escrow Agent's mailing of the notice, Escrow Agent is authorized to comply with the notice and demand upon payment of its cancellation charges and expenses. In the event Escrow Agent receives a written objection, Escrow Agent is authorized to hold all money and instruments, pending mutual written instructions by the parties hereto, or a final order of a court of competent jurisdiction. The parties are aware, however, and expressly agree and consent, that Escrow Agent shall have the absolute right, at its sole discretion, to file a suit or counter claim in interpleader and to obtain an order from the court directing disbursement of the funds. The parties jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader action. Upon the filing of such suit or counterclaim, Escrow Agent shall thereupon be fully released and discharged from all obligation to further perform any duties or obligations otherwise imposed by the terms of this escrow.

Upon receipt of cancellation instructions and prior to initiating interpleader action, Escrow Agent is authorized and directed to charge a holding fee of $20.00 per month for as long as such funds shall remain in Escrow Agent's trust account. In the event of a cancellation of this escrow, Escrow Agent retains the right to impose a reasonable cancellation fee for services performed, the minimum amount of which shall be $100.00. Escrow Agent is authorized to deduct this fee from the funds held in escrow at the time of cancellation, irrespective of the depositing party.

DORMANT/ABANDONED OR UNCLAIMED PROPERTY: In the event that funds from this transaction remain in an account held by Escrow Agent for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, Escrow Agent 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 regulations. Escrow Agent is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by the Escrow Agent.

RIGHT TO RESIGN: It is expressly understood and agreed that the Escrow Agent, without any obligation to exercise such right, retains the right to resign as Escrow Agent, and/or to refrain from taking any act which at the sole discretion of Escrow Agent, is deemed inadvisable. No liability shall accrue to Escrow Agent for any such act or forbearance.

COMPLIANCE AFTER CLOSE OF ESCROW: In the event there are any clerical or typographical errors to be corrected, or final requirements to be satisfied following the close of this escrow, the parties hereto agree to cooperate with Escrow Agent by initialing or signing documents or satisfying said final items as may be required by Escrow Agent to complete this transaction.

BINDING EFFECT: These Escrow Instructions, in all parts, apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular includes the plural.

NOTICES: The parties agree to notify Escrow Agent in writing of any change in address during the course of this escrow.

1099 FILING REGULATIONS: Seller is hereby made aware that there is a regulation which became effective January 1, 1987 that requires all Escrow Agents to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the Escrow Agent. You are hereby authorized and instructed to provide this information to the Internal Revenue Service after the close of escrow in the manner prescribed. It is understood that without this information, this transaction will not close with Chicago Title of Nevada, Inc. as the Escrow Agent.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT: The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to

Initials _____ Initials _____ Initials _____ Initials _____

the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Chicago Title of Nevada, Inc. will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Chicago Title of Nevada, Inc. will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Chicago Title of Nevada, Inc. is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Chicago Title of Nevada, Inc. is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Chicago Title of Nevada, Inc. is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Chicago Title of Nevada, Inc. is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

TO THE EXTENT THAT THE TERMS AND CONDITIONS OF THE AGREEMENT, SHALL CONFLICT WITH THESE INSTRUCTIONS, THE OBLIGATIONS OF ESCROW AGENT SHALL BE GOVERNED EXCLUSIVELY BY THESE ESCROW INSTRUCTIONS. ESCROW AGENT SHALL HAVE NO LIABILITY OR RESPONSIBILITY INVOLVING COMPLIANCE WITH OR ADHERENCE TO THE "CONSUMER CREDIT PROTECTION ACT" (TRUTH IN LENDING) OR SIMILAR LAW.

BUYER(S) AND SELLER(S), BY THEIR SIGNATURES BELOW, HEREBY EVIDENCE THEIR ACCEPTANCE AND APPROVAL OF THE TERMS SET FORTH IN THIS FINAL PAGE TO ESCROW INSTRUCTIONS, AS WELL AS THE TERMS AND PROVISIONS CITED ON ALL PRECEDING PAGES OF THESE INSTRUCTIONS.

BUYER:

Village Walk 3306, LLC, a Wyoming limited liability company

_____

Jeffrey J. Steffen, manager

SELLERS:

Hof's Hut Restaurants, Inc.

_____

Craig Hofman, authorized signer

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

_____

Paul Daniel King, Personal Representative

_____

Janet L. King

_____

Alfred S. King

Initials _____ Initials _____

Initials _____ Initials _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

APN: 178-19-611-076

Affix R.P.T.T. $3,503.70

WHEN RECORDED MAIL TO and MAIL TAX STATEMENT TO:
VILLAGE WALK 3306, LLC, A WYOMING LIMITED LIABILITY COMPANY

ESCROW NO: 21007808-034-KS

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Hof's Hut Restaurants, Inc., as to an undivided 50% interest and The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E, as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25% interest, all as tenants in common

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Village Walk 3306, LLC, a Wyoming limited liability company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GRANTOR'S SIGNATURE AND NOTARY ACKNOWLEDGEMENT ON PAGE 2 HEREOF

Witness my/our hand(s) this _____ day of _____, _____.

SELLERS:

Hof's Hut Restaurants, Inc.

_____

Craig Hofman, authorized signer

_____

Alfred S. King

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

_____

Paul Daniel King, Personal Representative

_____

Janet L. King

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____appeared before me, a Notary Public,

_____

_____
personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

_____
Notary Public
My commission expires: _____

Escrow No.: 21007808-034-KS

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

Chicago Title of Nevada, Inc.

7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128

Phone: (702) 940-0200
Fax: (702) 932-0300

"This Form Must Be Completed"

OWNER'S AFFIDAVIT (NEVADA)

TO: Chicago Title of Nevada, Inc.

RE: Preliminary Report No. 21007808-034-KS
Seller/Owner: Hof's Hut Restaurants, Inc. and The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E and Alfred S. King and Janet L. King

REAL PROPERTY DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (THE "PROPERTY")

The undersigned affiant(s), after being duly sworn hereby state(s) under oath that the following information is true and correct:

1. **Purpose of Affidavit:** This affidavit is made to Chicago Title of Nevada, Inc., a Nevada Corporation (hereinafter "the Company") as an inducement to them to complete a transaction in connection with the above-described property. The undersigned acknowledges that the Company and other persons are relying upon the representations in this affidavit as being true and correct and that the transaction would not be consummated without this affidavit being executed. The undersigned represents that he or she is the person whose signature is affixed below and, if applicable, that he or she is duly authorized and qualified to execute this affidavit.

2. **Debts or Liens:** Except as indicated below, there are no: (a) loans; (b) actions or proceedings relating to the above described real property in any State or Federal Court in the United States; (c) State or Federal Judgments or any Federal Liens of any kind or nature whatever which now constitutes a lien or charge upon the subject real property; (d) unrecorded liens, mortgages, tax liens; or (e) other estate liens on the above described property: (if none, state None)

_____

_____

3. **Improvement Debts or Liens:** Except as indicated below, there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the above property, unpaid debts including, but not limited to, on any of the following items which may be remaining on the property: plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting and/or rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are attached to or part of the subject property described above, and there are no security interest on such property secured by financing statements, security agreements or otherwise, nor any bills or contracts outstanding for materials furnished and labor performed in connection with any construction or improvements on the above property with the exception of the following: (if none, state None)

_____

_____

4. **Homeowner Association ("HOA") and Special Improvement Liens**: Affiant has received no notice of either delinquent HOA assessments or Special Improvement Liens outstanding against the property other than those assessed under _____, and knows of no petitions for the paving, widening or other improvements to streets, alleys or sidewalks adjoining this property.

Signature page to be affixed to Owner's Affidavit

AFFIANT:

SELLERS:

Hof's Hut Restaurants, Inc.

_____

Craig Hofman, authorized signer

_____

Alfred S. King

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

_____

Paul Daniel King, Personal Representative

_____

Janet L. King

State of Nevada)
County of Clark)

Subscribed and sworn to (or affirmed before me on this ____ day of _____, 20___,

by _____

Signature _____ (Seal)

5. **Bankruptcy:** There are no proceedings in bankruptcy or receivership that have been instituted by or against the owner of the subject property (and if a partnership, against the general partner(s) thereof), no assignment for the benefit of creditors has been made by the undersigned owner. The undersigned acknowledges that bankruptcy of the undersigned will not discharge any liabilities to the Company which arise out of false or fraudulent representation in this affidavit.

6. **Off-Record Matters:** The undersigned knows of no unrecorded easements or claims of easements, no disputes, discrepancies or encroachments affecting a setback or boundary line, and no contracts, options or rights to purchase other than in the transaction for which this Affidavit is given. There are no unrecorded judgments, liens, mortgages or other claims against the above property.

7. **Civil Liability:** The undersigned is liable to the Company for (1) Payment of unpaid debts or liens on the property not disclosed above, and (2) attorneys fees and expenses incurred in enforcing such liability.

8. **Criminal Liability:** The undersigned has been notified that a false or fraudulent representation knowingly made by the undersigned in this affidavit constitutes a felony.

9. **Parties in Possession:** The undersigned knows of no parties in possession that have the right to be in possession of said Premises or any interest therein, including oil, gas or other minerals, other than (i) tenants shown as having such an interest by the Prelim No. 21007808 issued by Chicago Title of Nevada, Inc. or (ii) tenants identified on the annexed Rent Roll, all having rights as tenants only, none of which have an option to purchase or right of first refusal affecting the Premises and all of which tenants have leases containing automatic subordination to landlord's deeds of trust.

10. **Covenants & Restrictions:** To the knowledge of the undersigned, (a) the undersigned has received no notice of past or present violations of any effective covenants, conditions or restrictions set forth in the Preliminary Title Report (the CC&R's) and (b) any charge or assessment provided for in any of the CC&R's has been duly paid.

11. **Compliance with Notice Requirements** of NRS 107.080 et. seq. as amended by AB 140 and AB 149; That insofar as known to the affiant, no claims have been made by the former owner of said land, or anyone claiming under him or acting on his behalf, or other persons having interests in or liens of any irregularity or invalidity of any of the non-judicial foreclosure proceedings pursuant to NRS 107.080 et. seq., as amended by AB 140 and AB 149 and leading up to and including the issuance of the above mentioned deed or of any interest adverse to the title of this affiant, nor does affiant have actual knowledge of any such irregularities except: (if none, state None)

_____

_____

12 **Indemnity**: The undersigned acknowledge that they have read the foregoing and fully understand the legal aspects of any misrepresentations and/or untrue statements made herein and indemnify and hold harmless Chicago Title of Nevada, Inc. against liability occasioned by reason of reliance upon the statements made herein.

"This Form Must Be Completed"

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Numbers:
   a) 178-19-611-076
   b)
   c)
   d)

2. Type of Property:
   a) ☐ Vacant Land b) ☐ Single Fam. Res.
   c) ☒ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   i) ☐ Other:

FOR RECORDER'S OPTIONAL USE ONLY	
Book:	Page:
Date of Recording:	
Notes:	

3. a) Total Value/Sales Price of Property: $686,600.00
   b) Deed in Lieu of Foreclosure Only (value of property): $(0.00)
   c) Transfer Tax Value: $686,600.00
   d) Real Property Transfer Tax Due: $3,503.70

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Grantor

Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name	Hof's Hut Restaurants, Inc. and The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E and Alfred S. King and Janet L. King	Print Name:	Village Walk 3306, LLC, a Wyoming limited liability company
Address:		Address:	
City, St., Zip:		City, St., Zip:	

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name:	Chicago Title of Nevada, Inc.	Escrow #:	21007808-034-KS
Address:	7201 W. Lake Mead Blvd., #101		
City/State/Zip	Las Vegas, NV 89128		

as a public record this form may be recorded/microfilmed

CHICAGO TITLE OF NEVADA, INC.

7201 W. Lake Mead Blvd., #101, Las Vegas, NV 89128

Phone: (702) 940-0200 Fax: (702) 932-0300

Sellers Settlement Statement

Estimated

Escrow No: 21007808 - 034 KS **Close Date:** 01/28/2022 **Proration Date:** 01/28/2022 **Disbursement Date:** 01/28/2022

Seller(s): Hof's Hut Restaurants, Inc.
The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E
Alfred S. King
Janet L. King

Property: 2220 Village Walk Drive # 3306
Henderson, NV 89052

Description		Debit	Credit
TOTAL CONSIDERATION:			
Sale Price of Property			686,600.00
ADDITIONAL CHARGES:			
25% Proceeds to Alfred S. King and Janet L. King		47,730.88	
25% Proceeds to The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E		47,730.88	
50% Proceeds to Hof's Hut Restaurants, Inc.		95,461.76	
Broker fee per listing to Luxury Homes of Las Vegas		495.00	
HOA1 - Transfer Fee to First Columbia Community Managers		350.00	
HOA2 - Association Transfer Fee to Condominiums at the District Unit-Owners Association		50.00	
HOA2 - Homeowner Setup Fee to First Service Residential		360.50	
Home Warranty - NEED to Old Republic Home Protection		495.00	
Mobile Signing Fee - Alfred & Janet King to BancServ, LLC		150.00	
Mobile Signing Fee - Craig Hofman to BancServ, LLC		150.00	
Mobile Signing Fee - Ellen King to BancServ, LLC		75.00	
Mobile Signing Fee - Paul Daniel King to BancServ, LLC		150.00	
Reimbursements to Kenneth Lowman		527.88	
Reimbursements to Tyler Brady		2,231.18	
PRORATIONS AND ADJUSTMENTS:			
County Taxes from 1/28/2022 to 4/1/2022 based on the Annual amount of $3,062.05			535.86
The District at GVR from 1/28/2022 to 2/1/2022 based on the Monthly amount of $125.70			12.57
COMMISSIONS:			
Commission		41,196.00	
$24,031.00 (3.5% of $686,600.00) to Luxury Homes of Las Vegas			
$17,165.00 (2.5% of $686,600.00) to Very Vintage Vegas Realty			
LOAN PAYOFFS:			
Payoff to Bank of America, N.A.		443,343.40	
Principal balance	442,193.69		
Interest to 2/4/22	1,062.71		
County Recording Fee	42.00		
Reconveyance Fee	45.00		
ESCROW CHARGES:			
Title - Recording Service Fee to Simplifile		14.25	
Title - Settlement Fee to Chicago Title of Nevada, Inc.		710.00	
TITLE CHARGES:			
ALTA Standard Loan Policy (6-17-06) w/ NV Mods for $686,600.00 to Chicago Title of Nevada, Inc. Premium: $2297.00		2,297.00	
RECORDING FEES:			
Recording Fee For Deed to Chicago Title of Nevada, Inc.		42.00	
Recording Fee For Deed to Chicago Title of Nevada, Inc.		42.00	
Recording Fees Other to Chicago Title of Nevada, Inc.		42.00	
County Transfer Tax		3,503.70	
Sub Totals		687,148.43	687,148.43
Totals		687,148.43	687,148.43

It is agreed by the undersigned that the foregoing statement may change if a change in the escrow closing occurs or if other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS _____ DAY OF _____

CHICAGO TITLE OF NEVADA, INC.

7201 W. Lake Mead Blvd., #101, Las Vegas, NV 89128

Phone: (702) 940-0200 Fax: (702) 932-0300

Sellers Settlement Statement

Estimated

Escrow No: 21007808 - 034 KS **Close Date:** 01/28/2022 **Proration Date:** 01/28/2022 **Disbursement Date:** 01/28/2022

Seller(s):

Hof's Hut Restaurants, Inc.

By: _____

Craig Hofman, authorized signer

The Estate of Martin Jeffrey King aka Jeffrey King, Probate Case No. P-19-100680-E

By: _____

Paul Daniel King, Personal Representative

_____

Alfred S. King

_____

Janet L. King

EXHIBIT “E”

Chicago Title of Nevada, Inc.

Chicago Title of Nevada, Inc.
500 N. Rainbow Blvd, Suite 105
Las Vegas, NV 89107
Phone: (702) 836-8000

Order #: **21007808**

Your Reference #:

Escrow Officer: **Kathe Stevens**
7201 W. Lake Mead Blvd., #101
Las Vegas, NV 89128
Phone: **(702) 940-0200**
Fax: **(702) 932-0300**
Email: **Kathe.Stevens@ctt.com**

Title Officer: **Tina Lucid**
Proposed Buyer(s): **Jeffrey Steffen and/or Assigns**
Sales Price: **$686,600.00**
Proposed Lender: **Cash Sale**
Loan Amount: **$0.00**
Short Term Rate: No

Property Address: **2220 Village Walk Drive # 3306 Henderson, NEVADA 89052**

PRELIMINARY REPORT - 4th Amendment

Effective Date: December 27, 2021 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Chicago Title of Nevada, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Chicago Title Insurance Company**.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Countersigned:

By:
Authorized Signature

By:
Randy Quirk
President

ATTEST
Marjorie Nemzura
Corporate Secretary

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06) w/ NV Mods
ALTA Extended Loan Policy (6-17-06) w/ NV Mods

The estate or interest in the land hereinafter described or referred to covered by this report is:

A condominium, as defined in Section 116 and 117, as applicable, of Nevada Revised Statutes, in fee

Title to said estate or interest at the date hereof is vested in:

Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common, subject to Item No. 25

The land referred to herein is situated in the County of **Clark**, State of **Nevada**, and is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HENDERSON, IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

EXHIBIT A
(Continued)

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

Assessor's Parcel Number: 178-19-611-076

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions to said policy form would be as follows:

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:

Assessor's Parcel No.:	178-19-611-076
District Number:	505
Fiscal Year:	2021-2022
Total Taxes:	$3062.05
1st Installment:	$767.80 paid (Amount included $3.06 for Las Vegas Artesian Basin)
2nd Installment:	$764.75 paid
3rd Installment:	$764.75 unpaid
4th Installment:	$764.75 unpaid

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 361.260 of the Nevada Revised Statutes.

3. Any possible delinquent or outstanding municipal city liens or assessments for contract service provided to said Land by reason of being located within the incorporated boundaries of the City of Henderson, Nevada, which subjects the same to its City Charter and mandatory rules and regulations.

4. Water rights, claims or title to water, whether or not disclosed by the Public Records.

5. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded December 1, 1971, Instrument No. 148466, Book 186, of Official Records

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Nevada Power Company
Purpose:	Public Utilities
Recorded:	June 3, 1997, Instrument No. 00960, Book 970603, of Official Records
Affects:	Reference is hereby made to said document for full particulars.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Nevada Power Company
Purpose:	Public Utilities
Recorded:	November 4, 1998, Instrument No. 00758, Book 981104, of Official Records
Affects:	Reference is hereby made to said document for full particulars.

8. Any irregularities, reservations or other matters which would be disclosed by an examination of the proceedings occasioning the abandonment or vacation of , a certified copy of the Resolution was recorded April 4, 2000, Instrument No. 00530, Book 20000404, of Official Records

   Affects: Reference is hereby made to said document for full particulars.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,
   Book 95, of Plats, Page 63

Purpose:	Public Utilities
Affects:	Reference is hereby made to said document for full particulars.

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Nevada Power Company
Purpose:	Public Utilities
Recorded:	September 8, 2000, Instrument No. 01980, Book 20000908, of Official Records
Affects:	Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	Telecommunications of Nevada LLC KO Communications
Purpose:	underground telecommunications facilities and above ground appurtenances
Recorded:	September 24, 2001, Instrument No. 00740, Book 20010924, of Official Records
Affects:	Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document entitled "Construction Easement Agreement" dated September 24, 2001,
Recorded: September 24, 2001 Instrument No. 00744, Book 20010924, of Official Records

Reference is hereby made to said document for full particulars.

13. Any irregularities, reservations or other matters which would be disclosed by an examination of the proceedings occasioning the abandonment or vacation of , a certified copy of the Resolution was recorded January 29, 2003, Instrument No. 01361, Book 20030129, of Official Records

Affects: Reference is hereby made to said document for full particulars.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to:	City of Henderson
Purpose:	drainage
Recorded:	December 23, 2003, Instrument No. 01636, Book 20031223, of Official Records
Affects:	Reference is hereby made to said document for full particulars.

15. Matters contained in that certain document entitled "Access To Equipment Agreement"
Recorded: March 15, 2004 Instrument No. 01078, Book 20040315, of Official Records

Reference is hereby made to said document for full particulars.

16. Matters contained in that certain document entitled "Memorandum of Agreement"
Recorded: March 25, 2004 Instrument No. 00734, Book 20040325, of Official Records

Reference is hereby made to said document for full particulars.

17. Matters contained in that certain document entitled "Subordination, Non-Disturbance and Attornment Agreement (Retail)"
Recorded: April 7, 2004 Instrument No. 03984, Book 20040407, of Official Records

Reference is hereby made to said document for full particulars.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said subdivision,

Recorded:	August 26, 2004 Instrument No. 05502, Book 119, of Plats, Page 7
Purpose:	Public Utilities
Affects:	Reference is hereby made to said document for full particulars.

19. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document.

    Recorded: September 27, 2004, Instrument No. 05037, Book 20040927, of Official Records.

    Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to **The District at Green Valley Ranch Master Association, Inc.**

20. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document.

    Recorded: September 27, 2004, Instrument No. 05038, Book 20040927, of Official Records.

    Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to The Condominiums at The District Unit-Owners' Association, Inc.

    Modification(s) of said covenants, conditions and restrictions

    Recorded: January 26, 2006, Instrument No. 03812, Book 20060126, of Official Records

21. Matters contained in that certain document entitled "Grant, Bargain, Sale Deed "
    Recorded: December 30, 2004 Instrument No. 00203, Book 20041230, of Official Records

    Reference is hereby made to said document for full particulars.

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

    Granted to: The District
    Purpose: utility lines
    Recorded: January 27, 2006, Instrument No. 03136, Book 20060127, of Official Records
    Affects: Reference is hereby made to said document for full particulars.

23. Any easements not disclosed by those public records which impart constructive notice as to matters affecting title to real property and which are not visible and apparent from an inspection of the surface of said land.

24. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount:	$660,000.00
Dated:	February 15, 2005
Trustor/Grantor:	Craig H. Hofman, A Married Man and Martin Jeffrey King, A Married Man and Alfred S. King and Janet L. King, husband and wife
Trustee:	Nevada Title Company
Beneficiary:	Mortgage Electronic Registration Systems, Inc., solely as nominee for Pulte Mortgage, LLC, a Limited Liability Company
MIN No.:	100057400001871583
Recording Date:	February 25, 2005
Recording No.:	Book 20050225, Instrument No. 0005267, of Official Records.

NOTE: This loan appears to be registered with Mortgage Electronic Registration Systems, Inc., (MERS). The name, address and telephone number for loan servicing should be obtained from the MERS website: www.mers-servicerid.org or by calling, 1-888-679-MERS (1-888-679-6377), and referring to the Mortgage Identification Number (MIN) 100057400001871583.

25. The vesting set forth in this Preliminary Title Report is subject to verification, to the satisfaction of this company, of the validity and enforceability of the following uninsured deed:

Dated:	April 18, 2005
Grantor:	Craig H. Hofman, a married man as his sole and separate property as to an undivided 50% interest, Martin Jeffrey King, a married man as his sole and separate property as to an undivided 25% interest and Alfred S. King and Janet L. King, husband and wife as joint tenants as to an undivided 25 % interest, all as tenants in common
Grantee:	Hof's Hut Restaurants, Inc. as to An undivided 50% interest
Recording Date:	April 22, 2005
Recording No.:	Book 20050422, Instrument No. 002684, of Official Records.

26. Terms, provisions and conditions as contained in an instrument

Entitled:	Tenancy-In-Common Agreement
Executed by:	Hof's Hut Restaurants, Inc. and Alfred S. King and Janet L. King and Martin Jeffrey King
Recording Date:	October 15, 2019
Recording No.:	Book 20191015, Instrument No. 0001087, of Official Records.

27. The community interest of the spouse of the vestee named below.

Vestee: Craig H. Hofman and Martin Jeffrey King

The Company will require that the spouse of the vestee shown above join in any conveyance or encumbrance before such transaction will be insured.

28. This Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below.

Name of Corporation: Hof's Hut Restaurants, Inc.

(a) A Copy of the corporation By-Laws and Articles of Incorporation.
(b) An original or certified copy of a resolution authorizing the transaction contemplated herein.
(c) If the Articles and/or By-Laws require approval by a 'parent' organization, a copy of the Articles and By-Laws of the parent.
(d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.
The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

As of the date of this report, the Company has communicated with the Secretary of State of Nevada. The entity known as Hof's Hut Restaurants, Inc. is currently in good standing.

29. intentionally deleted – TO

30. In the event that an ALTA Extended Coverage Policy or ALTA Homeowners Policy of Title Insurance is requested in connection with this report, an inspection is required and must be ordered 72 hours prior to close. Upon its completion, the company reserves the right to except additional items and/or make additional requirements.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

NOTES

1. EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

   (a) Be on 20# paper that is 8 ½ inches by 11 inches in size;
   (b) Have a margin of 1 inch on the left and right sides and at the top and bottom of each page;
   (c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin of 1 inch at the top of each succeeding page;
   (d) Not contain printed material on more than one side of each page;
   (e) Print that is NO smaller than 10 point Times New Roman font and contains no more than 9 lines of text per vertical inch; and
   (f) MUST NOT be printed in any ink other than black.

   ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-CONFORMING RECORDING CHARGE OF $25.00 PER DOCUMENT.

2. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

3. PLEASE CONTACT THE ESCROW OFFICE FOR WIRING INSTRUCTIONS.

   Escrow No.: 21007808-034-KS
   Escrow Branch Address: 7201 W. Lake Mead Blvd., #101, Las Vegas, NV 89128
   Escrow Branch Phone: (702) 940-0200

4. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

5. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

6. Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).

7. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

8. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

9. Note: Based on the information provided, the transaction will culminate in the transfer of real estate by documents recorded in the Office of the County Recorder and will require the payment of Documentary Transfer Tax. All transfer taxpayers are entitled to the rights afforded them by State Senate Bill 238, the "Taxpayer's Bill of Rights for Taxes on the Transfer of Real Property." A copy of the pamphlet explaining these rights may be acquired by contacting the office of your county recorder.

10. Note: The Land may be eligible for an ALTA Homeowners (1-4 Single Family) Policy of Title Insurance upon receipt, review and approval of a physical inspection report of the proposed insured property AND a properly executed Property Owner's Affidavit signed by the seller of the Land.

11. Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:

    Type of Dwelling: Condominium
    Address: 2220 Village Walk Drive UT 3306, Henderson, Nevada

12. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF NOTES

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES
Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE
The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)
The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE
No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE
This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of $385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE
If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 75% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT
Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 75% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge

from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST RESPONDER RATE
Any person in a given transaction who is a First Responder shall be charged 75% of their portion of the escrow fee, wherein the principle provides a signed statement that indicates he or she is currently employed as one of the following emergency professionals:

- Firefighter
- Law enforcement officer who is sworn to uphold and make arrests for violations of federal, state, county or municipal laws.
- EMT
- Paramedic
- Search & Rescue team member

The discount shall be applicable on residential resale transactions wherein the principal resides in, or plans to reside in, the subject property. This discount may not be used with any other discount and is available upon request only.

EMPLOYEE RATES
An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE
This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened**. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

TM and © Fidelity National Financial, Inc. and/or an affiliate. All rights reserved

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;

Copyright © 2020. Fidelity National Financial, Inc. All Rights Reserved

- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information
If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as

Copyright © 2020. Fidelity National Financial, Inc. All Rights Reserved

required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Copyright © 2020. Fidelity National Financial, Inc. All Rights Reserved

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II,(t(or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Order No.: **21007808-034-KS**

EXHIBIT A
LEGAL DESCRIPTION

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

EXCEPTING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER EXCEPTING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3)- LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL,#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(A) AND 5.3(A) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(B) AND/OR 5.3(B), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

Assessor's Parcel Number: 178-19-611-076

EXHIBIT “F”

Authentisign ID: 50FF6376-78EA-479C-82DB-ED66641591C8

ADDENDUM NO. 1
TO PURCHASE AGREEMENT

REALTOR® EQUAL HOUSING OPPORTUNITY

In reference to the Purchase Agreement executed by Jeffrey Steffen and/or Assigns as Buyer(s) and Craig H. Hofman, Alfred S. King, & Janet L. King as Seller(s), dated 06/16/21 covering the real property at 2220 Village Walk DR. #3306 HENDERSON NV 89052, the ☒ Buyer ☐ Seller hereby proposes that the Purchase Agreement be amended as follows:

Closing date within 2 weeks of court approval

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

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

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

Authentisign Jeffrey Steffen and/or Assigns 06/18/2021 10:18 AM
☐ Buyer ☐ Seller 6/18/2021 10:18:43 AM PDT Date

☐ Buyer ☐ Seller Time

Acceptance:

Authentisign Craig H Hofman 06/21/2021
☐ Buyer ☒ Seller Craig H Hofman 6/21/2021 9:04:49 AM PDT Date

Authentisign Alfred S King Authentisign Janet L King 11:47 AM
☐ Buyer ☒ Seller Alfred S King 6/21/2021 11:45:49 AM PDT Janet L King 6/21/2021 11:47:02 AM PDT Time

Prepared by: _____ _____
Agent's Printed Name Phone

© 2012 Greater Las Vegas Association of REALTORS®

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com InstanetFORMS

Authentisign ID: B87189D3-15EA-4088-9DBD-CA0EED14E653

REALTOR®

21007808

EQUAL HOUSING OPPORTUNITY

RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 06/16/21

Jeffrey Steffen and/or Assigns ("Buyer"), hereby offers to purchase 2220 Village Walk DR 3306 ("Property"), within the city or unincorporated area of HENDERSON, County of CLARK, State of Nevada, Zip 89052 A.P.N. # 178-19-611-076 for the purchase price of $ 686,600.00 (Six Hundred Eighty-Six Thousand Six Hundred dollars) ("Purchase Price") on the terms and conditions contained herein: BUYER ☐ does –OR– ☒ does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

$ 35,000.00 **A. EARNEST MONEY DEPOSIT** ("EMD") is ☐ presented with this offer –OR– ☐ Wired to Escrow _____. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) **-OR-** ___ business days if wired to: ☐ Escrow Holder, ☐ Buyer's Broker's Trust Account, –OR– ☐ Seller's Broker's Trust Account. *(NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a $5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)*

$ 0.00 **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 29 herein.)

$ 0.00 **C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN:**
☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) _____.

$ 0.00 **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. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

$ 0.00 **E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.**

$ 651,600.00 **F. BALANCE OF PURCHASE PRICE** (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

$ 686,600.00 **G. TOTAL PURCHASE PRICE** (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JLK /

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:

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

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

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

D. CASH PURCHASE: Within 1 business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

3. SALE OF OTHER PROPERTY:

A. This Agreement is NOT contingent upon the sale of any property owned by the Buyer. **–OR–**

B. ☐ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

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

The following additional items of personal property are also included:
Existing kitchen appliances, washer/dryer.

SMART HOME DEVICES:

A. This Agreement DOES NOT include the transfer of SMART Home Devices owned by the Seller. **–OR–**

B. ☐ (if checked): The attached SMART Home Device Addendum provided by seller is hereby incorporated into this agreement.

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JLK /

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

5. ESCROW:

A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at Chicago Title title or escrow company ("Escrow Company" or "ESCROW HOLDER") with Kathe Stevens ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on or before 07/15/21 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

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

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

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

A. 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, golf courses, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-destructive inspection 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.

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

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

BUYER(S) INITIALS: [JS] /_____/_____/_____

D. INSPECTIONS: 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 and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* 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.
(Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

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

E. CERTIFICATIONS: In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The 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.

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

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

A. TITLE, ESCROW & APPRAISAL FEES:

Type	Paid By	Type	Paid By	Type	Paid By
Escrow Fees	50/50	Lender's Title Policy	N/A	Owner's Title Policy	Seller
Real Property Transfer Tax	Seller	Appraisal	Waived	Other: N/A	N/A

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

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: [JS] /_____/_____/_____

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: [CHH] [ASK] [JPK] /_____

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

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

D. **CLOSING FEES: In addition** to Seller's expenses identified herein, Seller will contribute %___Zero___ to Buyer's Lender's Fees ☐ **including –OR–** ☐ **excluding** costs which Seller must pay pursuant to loan program requirements, Title and Escrow Fees and/or Buyer's reoccurring and non-reoccurring closing fees that may include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

E. **HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. **Buyer** ☐ **waives –OR–** ☐ **requires** a Home Protection Plan with ___Buyer to choose___. ☒ **Seller –OR–** ☐ **Buyer** will pay for the Home Protection Plan at a price not to exceed $___495___. **Buyer** will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

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

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

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

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

Type	Paid By	Type	Paid By	Type	Paid By
CIC Demand	Seller	CIC Capital Contribution	Seller	CIC Transfer Fee/Setup Fee	Seller
N/A	N/A				

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JCK /

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

11. DISCLOSURES: Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. **Check applicable boxes.**

- ☒ **Seller Real Property Disclosure Form:** (NRS 113.130)
- ☐ **Open Range Disclosure:** (NRS 113.065)
- ☒ **Construction Defect Claims Disclosure:** If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☐ **Lead-Based Paint Disclosure and Acknowledgment:** required if constructed before 1978 (24 CFR 745.113)
- ☐ **Other:** (list) _____.

12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES: All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

13. WALK-THROUGH INSPECTION OF PROPERTY: Buyer is entitled under this Agreement to a walk-through of the Property within __2__ calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

14. DELIVERY OF POSSESSION: Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ **COE –OR–** _____. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

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

16. ASSIGNMENT OF THIS AGREEMENT: Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

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

18. DEFAULT:

A. MEDIATION: Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: JS / ____ / ____ / ____ **SELLER(S) INITIALS:** CHH / ASK / JCK / ____

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / ____ / ____ / ____

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JCK / ____

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

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

C. IF BUYER DEFAULTS: If Buyer defaults in performance under this Agreement, 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.

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'S COMPENSATION/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. HOLD HARMLESS AND 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/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of

acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Other Matters

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

24. SIGNATURES, DELIVERY, AND NOTICES:

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

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

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

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

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

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

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

28. ADDENDUM(S) ATTACHED:
NONE

29. ADDITIONAL TERMS:

1) With regard to Purchaser "and/or Assigns"-- applies only to an LLC created specifically for the Buyer's purpose of Recording Title in the name of an LLC; not for the purpose of assigning or selling this Residential Purchase Agreement/Property to another third-party purchaser.

2)Buyer understands property may be subject to probate, and is ready and able to close at that time.

3) Seller shall indemnify, defend and hold harmless Buyer for, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind or nature, including reasonable attorneys' fees that may be imposed upon, asserted against, paid, or incurred by Buyer arising out of or connected with any dispute amongst the TIC Owners of the property at 2220 Village Walk Dr.3306 Henderson,NV. 89052, or anything related to the Nevada Estate of Martin Jeffrey King, including but not limited to any disputes related to the authority to sell the property, or the disbursement of proceeds.

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CMH / ASK / JCK /

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

Buyer's Acknowledgement of Offer

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

Buyer's Broker: _____
Company Name: Very Vintage Vegas Realty
Broker's License Number: _____
Phone: 7027673409
Fax: _____

Agent's Name: Bree Clow
Agent's License Number: _____
Office Address: 330 W Washington #106
City, State, Zip: Las Vegas NV 89106
Email: breeclow@gmail.com

BUYER LICENSEE DISCLOSURE OF INTEREST: Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she: ☒ **DOES NOT** have an interest in a principal to the transaction. **–OR–** ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) **–OR–** ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) N/A

Seller must respond by: 12:00 (☐ AM ☒ PM) **on (month)** June **, (day)** 17 **, (year)** 2021 **. 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. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.**

Buyer's Signature	Buyer's Printed Name	Date	Time
Authentisign Jeffrey Steffen and/or Assigns	Jeffrey Steffen and/or Assigns	06/16/2021	08:27 ☒ AM ☐ PM
			: ☐ AM ☐ PM
			: ☐ AM ☐ PM
			: ☐ AM ☐ PM

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JPK /

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

Seller's Response

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

Seller's Broker: Tyler Brady
Company Name: Luxury Homes of Las Vegas
Broker's License Number: B.0145708CORP
Phone: 702-888-2352
Fax: 702-216-4664

Agent's Name: Tyler Brady
Agent's License Number: B.0145708
Office Address: 7854 W Sahara Ave # 100
City, State, Zip: Las Vegas NV 89117-1944
Email: Tyler@LuxuryHomesLV.com

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

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

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

SELLER DECLARES that he/she ☒ **is not –OR–** ☐ **is** a foreign person therefore subjecting this transaction to FIRPTA withholding. **SELLER(S) INITIALS:** CHH / ASK / JCK /_____

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

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

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

Seller's Signature	Seller's Printed Name	Date	Time
Authentisign Craig H Hofman 06/16/2021 4:04:09 PM PDT	Craig H Hofman	06/16/2021	4:04 PM ☐ AM ☐ PM
Authentisign Alfred S King 06/16/2021 9:48:26 PM PDT	Alfred S King	06/16/2021	9:48 PM ☐ AM ☐ PM
Authentisign Janet L King 06/16/2021 9:49:37 PM PDT	Janet L King	06/16/2021	9:49 PM ☐ AM ☐ PM
			: ☐ AM ☐ PM

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

Buyer's Name(s): Jeffrey Steffen and/or Assigns BUYER(S) INITIALS: JS / / /

Property Address: 2220 Village Walk DR 3306 SELLER(S) INITIALS: CHH / ASK / JCK /

This form presented by Bree Clow | Very Vintage Vegas Realty | 7023787055 | breeclow@gmail.com

TRANSACTIONS TransactionDesk Edition

EXHIBIT “G”

Equity Title of Nevada

Order No. Pre-2521-BGH

PRELIMINARY REPORT

UNDERWRITER: Real Advantage Title Insurance Company

Escrow Officer: Bryan G Hearn Equity Title of Nevada Address: 8850 West Sunset Road Suite 100 Las Vegas, NV 89148 Phone: (702) 685-3388 Email: bryanh@equitynv.com	Title Officer: Tom Courey Equity Title of Nevada 2475 Village View Dr., Suite 250 Henderson, Nevada 89074 Phone: (702) 432-1111 Email:tomc@equitynv.com

BUYER/BORROWER:
PURCHASE PRICE: $_____
LOAN AMOUNT: $_____
PROPOSED LENDER:
LOAN #:

PROPERTY ADDRESS: 2220 Village Walk Drive, 3306
Henderson, NV 89052

In response to the above referenced application for a policy of title insurance, Equity Title of Nevada hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy forms.

The printed Covered Risks, Exclusions from Coverage and Standard Coverage Exceptions of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the 2013 ALTA Homeowner's Policy of Title Insurance which establishes a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available upon request from the office which issued this report.

Please read the Exceptions to Coverage shown or referred to in Schedule B of this report and the Exclusions from Coverage and Standard Coverage Exceptions set forth in Exhibit B of this report carefully. They are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land. This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a binder or commitment should be requested.

Dated 29th day of November, 2021 at 7:30 AM

Made in the USA 100% American Labor

Tom Courey, Title Officer

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS

A Condominium, as defined in Chapters 116 and 117, as applicable, of Nevada Revised Statutes, in fee

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CRAIG H. HOFMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST, MARTIN JEFFREY KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 25% INTEREST AND ALFRED S. KING AND JANET L. KING HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 25% INTEREST, ALL AS TENANTS IN COMMON AND HOF'S HUT RESTAURANTS, INC AS TO AN UNDIVIDED 50% INTEREST

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE (1)- UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88th INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - LIMITED COMMON ELEMENTS: THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23, ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE. TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS: NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

SCHEDULE B

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or the public records.

2. Any facts, rights, interests, or claims which are not shown by public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a),(b) or (c) are shown by the public records.

6. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   Note: The above exceptions 1 through 6 will not appear on extended coverage title policies.

7. State, County and/or City taxes for the fiscal year 2021-2022, a lien in the total amount of $3,062.05
   Parcel No. 178-19-611-076
   First installment due on or before August 26, 2021 $767.80 - Paid
   Second installment due on or before October 14, 2021 $764.75 - Paid
   Third installment due on or before January 13, 2022 $764.75 - Unpaid
   Fourth installment due on or before March 17, 2022 $764.75 - Unpaid

   For further account information, please visit http://trweb.co.clark.nv.us/

8. Any Special Assessments which may be due and payable, and which are not assessed through the Clark County Treasurer's Office and are being billed by the entity where the Parcel is located.

9. Water rights, claims or title to water, whether or not shown by the public record.

10. Mineral rights, reservations, easements and exclusions in patent from the United States of America.
    Recorded : December 01, 1971 in Book 186
    Document No. : 148466, Official Records.

11. Any Easements that were not affected by a vacation or abandonment
    Recorded : April 04, 2000 in Book 20000404
    Document No. : 00530, Official Records.

12. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 95 of Plats, Page 63, Official Records.

13. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes
    In Favor of : Telecommunications of Nevada LLC dba KO Communications
    For : underground telecommunication facilities and above ground appurtenances
    Recorded : September 24, 2001 in Book 20010924
    Document No. : 00740, Official Records.
    Affects : reference is hereby made to said document for full particulars

14. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Construction Easement Agreement"
    Recorded : September 24, 2001 in Book 20010924
    Document No. : 00744, Official Records.

15. Any Easements that were not affected by a vacation or abandonment
    Recorded : January 29, 2003 in Book 20030129
    Document No. : 01361, Official Records.

16. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes
    In Favor of : City of Henderson
    For : drainage
    Recorded : December 23, 2003 in Book 20031223
    Document No. : 01636, Official Records.
    Affects : reference is hereby made to said document for full particulars

17. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Access to Equipment Agreement"
    Recorded : March 15, 2004 in Book 20040315
    Document No. : 01078, Official Records.

18. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Memorandum of Agreement"
    Recorded : March 25, 2004 in Book 20040325
    Document No. : 00734, Official Records.

19. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Subordination, Non-Disturbance and Attornment Agreement (Retail)"
    Recorded : April 07, 2004 in Book 20040407
    Document No. : 03984, Official Records.

20. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 119 of Plats, Page 7, Official Records.

    And as amended by Certificate of Amendment
    Recorded : November 30, 2004 in Book 20041130
    Instrument No. : 04043, Official Records.

21. Covenants, conditions and restrictions (but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document
    Recorded : September 27, 2004 in Book 20040927
    Document No. : 05037 Official Records.

    The right to levy certain charges or assessments against said land which shall become a lien if not paid, as therein set forth
    Conferred upon: THE DISTRICT AT GREEN VALLEY RANCH MASTER ASSOCIATION, INC.

    Modifications(s) of said covenants, conditions and restrictions
    Recorded : April 25, 2013 in Book 20130425
    Document No. : 03776, Official Records.

    Modification of said covenants, conditions and restrictions
    Recorded : on June 10, 2013 as document #20130610-0001750

22. Covenants, conditions and restrictions (but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent said covenant (a) is exempt under

Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) as set forth in the document
Recorded : September 27, 2004 in Book 20040927
Document No. : 05038 Official Records.

The right to levy certain charges or assessments against said land which shall become a lien if not paid, as therein set forth
Conferred upon: CONDOMINIUMS AT THE DISTRICT HOMEOWNERS ASSOCIATION, INC.

Modifications(s) of said covenants, conditions and restrictions
Recorded : January 26, 2006 in Book 20060126
Document No. : 03812, Official Records.

23. An Easement affecting a portion of said land for the purpose stated herein, and incidental purposes
In Favor of : Cox Communications Las Vegas, Inc.
For : a perpetual non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove cable
Recorded : December 22, 2004 in Book 20041222
Document No. : 00757, Official Records.

24. The terms, covenants, conditions, restrictions and provisions as contained in an instrument, entitled "Declaration of Easement"
Recorded : January 27, 2006 in Book 20060127
Document No. : 03136, Official Records.

25. A Deed of Trust to secure an indebtedness of the amount stated herein below
Dated : February 15, 2005
Amount : $660,000.00
Trustor : Craig H. Hofman A Married Man and Martin Jeffrey King A Married Man and, Alfred S. King and Janet L. King Husband and Wife
Trustee : Nevada Title Company
Beneficiary : Pulte Mortgage, LLC
Recorded : on February 25, 2005 as document #20050225-0005267 in the official records

26. The terms, covenants, conditions, and provisions as contained in an instrument, entitled "Tenancy-In-Common Agreement"
Recorded : on October 15, 2019 as document #20191015-0001087 in the official records

27. The terms, covenants, conditions, and provisions as contained in an instrument, entitled "GRANT, BARGAIN, SALE DEED"
Recorded : on February 25, 2005 as document #20050225-0005264 in the official records

28. NOTE: The community interest of the spouse of Craig Hofman and Martin Jeffrey King has been previously conveyed.
Equity Title will not require a spousal deed to be executed prior to the issuance of a policy of title insurance. We reserve the right to make additional exceptions and/or requirements.

29. REQUIREMENT: The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a
conveyance or encumbrance by the corporation named below:

Name of Corporation: Hofs Hut Restaurants, Inc

a) A Copy of the corporation Bylaws and Articles of Incorporation
b) An original or certified copy of a resolution authorizing the transaction contemplated herein
c) Is in good standing and authorized to do business in the state or country where the corporation was formed; and
d) If the Articles and/or Bylaws require approval by a "parent" organization, a copy of the Articles and Bylaws of the Parent

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

30. NOTE: Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties, or by an inspection of said land.

31. REQUIREMENT: An inspection of the subject property is required prior to closing. Additional exceptions and/or requirements may be added due to facts, rights, interests or claims which are ascertained thereby. Should the inspection disclose construction currently in progress or recently completed, be advised that the final title insurance policy(ies) may exclude coverage against unrecorded mechanic's liens which may arise therefrom.

32. NOTE: This transaction may be subject to a Federal Regulation. Information necessary to comply with the Federal Regulation must be provided prior to closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

    NOTE: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

    NOTE: This Preliminary Report is intended only as a solicitation of an offer to issue a policy of title insurance. It is not intended for any other purpose, and the Company expressly disclaims all liability for any use or purpose other than as stated herein. The Company reserves the right to make further requirements or exceptions in the event issuance of a policy of title insurance is hereafter requested.

INFORMATIONAL NOTES

24 Month Chain of Title

The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

ADDRESS SUPPLEMENT

According to the public records, the property described in this report has a physical address of:

2220 Village Walk Drive, 3306
Henderson, NV 89052

No liability is assumed as to the accuracy of said physical address.

If a lender's policy of title insurance is contemplated in this transaction, a requested CLTA 116-06, CLTA 116.2-06, ALTA 22-06, or ALTA 22.1-06 endorsement attached thereto will reflect the following information:

There is located on said land, a

Condominium

commonly known as

2220 Village Walk Drive, 3306, Henderson, NV 89052

AVAILABILITY OF 2013 ALTA HOMEOWNERS POLICY OF TITLE INSURANCE

[] This transaction appears to qualify for the issuance of the 2013 ALTA Homeowners Policy of Title Insurance; or
[] This transaction **DOES NOT** appear to qualify for the issuance of the 2013 ALTA Homeowners Policy of Title Insurance.

Please ask your Title or Escrow Officer if you have questions regarding the 2013 ALTA Homeowners Policy of Title Insurance.

TO AVOID DELAYS IN CLOSING, PLEASE INFORM YOUR TITLE OR ESCROW OFFICER IMMEDIATELY IF ANY OF THE FOLLOWING CIRCUMSTANCES APPLY:

A. The Seller(s) listed on the purchase agreement are not identical to the vested owner(s) listed on the title report.
B. The Buyer(s) listed on the purchase agreement are not identical to the Buyer(s) listed on the title report.
C. A Seller, Buyer or Borrower is currently subject to probate, guardianship, bankruptcy or divorce proceedings which are not reflected in the title report.
D. A Seller, Buyer or Borrower either has or intends to delegate authority to execute required documents to another person or entity by Power of Attorney.
E. One or more of the vested owners listed on the title report (including a trustee of a trust) is deceased, incapacitated, incompetent, or is otherwise unable to execute the required documents.
F. The property is subject to a Deed of Trust or Mortgage which is not reflected in the title report.
G. The transaction involves the transfer of a mobile home.
H. The transaction includes a transfer of water, water rights, minerals or mineral rights.
I. A Seller, Buyer or Borrower intends to execute any required documents outside of an office of Equity Title of Nevada.
J. Construction, repair, remodeling is either in process or recently completed upon the subject property.

IMPORTANT NOTICE TO PROPOSED LENDERS FOR REAL PROPERTY LOCATED WITHIN A COMMON INTEREST COMMUNITY

[] If this box is checked, the land described herein lies within a Common Interest Community and is subject to the imposition of a lien for assessments under NRS 116.3116.

Nevada Revised Statutes Section 116.3116 provides for "liens against units for assessments" and their priority over all other liens and encumbrances on a unit, including a "super-priority" over first deeds of trust – to the extent of assessment for the 9 months preceding commencement of an HOA lien foreclosure.

In the past, the majority of Nevada courts have taken the position that a foreclosure of an HOA lien did not extinguish a previously-recorded deed of trust. However a Nevada Supreme Court decision - SFR Investments Pool 1, LLC, v. U.S. Bank, N.A., 130 Nev., Advance Opinion 75 (Sept. 18, 2014) concluded that "NRS 116.3116(2) gives a Common Interest Community a true super-priority lien, proper foreclosure of which will extinguish a first deed of trust". The court also concluded that any "mortgage protection" language which may appear in the recorded Declaration of Covenants, Conditions and Restrictions (CC&Rs) is void and/or unenforceable with regard to the statutory priority of HOA assessments.

As a result, **no endorsement to a lender's policy of title insurance will be issued** which provides the insured lender with either a.) an assurance that HOA assessments are subordinate to the lien of the insured mortgage, or b.) an assurance that a violation of the CC&R will not impair the lien of the insured mortgage. The list of such prohibited endorsements includes:

ALTA 4-06 (CLTA 115.1)
ALTA 5-06 (CLTA 115.2)

Any CLTA 100 series endorsement (including the CLTA 100.13 endorsement); and
Any ALTA 9 series endorsement (with the sole exception of the ALTA 9.10-06)

The following endorsements may be issued in lieu of the prohibited endorsements listed above:

ALTA 4.1-06 (Condominium) (Revised 10-16-08)
ALTA 5.1-06 (Planned Unit Development) (Revised 10-16-08)
ALTA 9.10-06 (Restrictions, Encroachments, Minerals-Current Violations-Loan Policy) (Adopted 4-2-13)

Coverage provided to the insured lender under these endorsements is limited to loss or damage caused by the failure of HOA assessments to be paid current as of the date of the title policy. Sample versions of these endorsement are available and will be provided upon request.

NOTICE OF AVAILABLE DISCOUNTS TO TITLE INSURANCE FEES

Only one of the following discounts may be applied toward the cost of a policy of title insurance, even in cases where a customer qualifies for more than one discount.

[] **SHORT TERM RATE:** Applies to owners title insurance policies only. A **20%** discount shall be applied to the cost of an owners policy of title insurance, if a prior owners policy of title insurance on the same property has been issued within the past 3 years.

Note: If the box above is checked, the herein described property appears to qualify for a short-term rate discount.

INVESTOR RATE: This rate is available to individuals, groups of individuals or an entity engaged in the acquisition and/or sale of residential properties for the purpose of generating income or profit ("Investor"). In order to qualify for the discount, the Investor must a.) request the discount and b.) provide reasonable proof or the Company has confirmed that the Investor currently owns or has previously sold for full value three (3) or more investment properties located with the State of Nevada within the preceding 12 months. The rate applies to an owners policy of title insurance or an interim binder to insure a future resale of an existing 1-4 family residential property only, and can only be applied to those premiums which are actually paid by the Investor. The charge for an owners policy of title insurance or an interim binder under this Section shall be **70%** of the full premium amount otherwise applicable.

NOTICE OF AVAILABLE DISCOUNTS TO ESCROW FEES

The discounts shown below are applicable to sale escrows only. Only one escrow rate discount per transaction shall be applied to the Buyer's portion of the applicable escrow fee, even in cases where a customer qualifies for more than one discount. Only one escrow rate discount per transaction shall be applied to the Seller's portion of the applicable escrow fee, even in cases where a customer qualifies for more than one discount.

A. **SENIOR CITIZEN DISCOUNT**: A buyer or seller who is a senior citizen (55 years of age and over) is entitled to a **25%** discount of his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide a valid identification.

B. **ACTIVE MILITARY PERSONNEL DISCOUNT**: A buyer or seller enlisted in active duty with the U.S. military is entitled to a **25%** discount on his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide a valid military identification.

C. **TEACHER DISCOUNT**: A buyer or seller employed as a full-time teacher in a public school within Clark County, Nevada is entitled to a **25%** discount on his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide satisfactory proof of employment as a full-time teacher.

D. **ACTIVE POLICE OFFICER DISCOUNT**: A buyer or seller employed as active duty police officer is entitled to a **25%** discount on his/her normal portion of the escrow fee for residential owner-occupied property. The customer must request the discount and must provide satisfactory proof of employment as active duty police officer.

E. **EQUITY ADVANTAGE PROGRAM ("EAP"):** Provided that a Listing Agent agrees to specify in the MLS listing **"Title work begun at Equity Title - 30% Escrow Fee savings to Buyer and Seller when closed at Equity Title"**, said Listing Agent will be provided a full Preliminary Title Report prior to obtaining a Buyer. The Buyer and Seller will each receive a **30%** discount off their respective portion of the basic sale escrow fee at closing. Does not include REO or Short-Sale transactions.

STANDARD RECORDING REQUIREMENTS – NEVADA

Documents submitted for recording must meet the each of the following standard requirements. Failure to comply with any of these standard recording requirements may result in the document being rejected for recording.

PARCEL NUMBER: The current assessor parcel number(s) of the subject real property must appear on the top left corner of the first page (NRS 111.312).

LEGIBILITY: Documents must be clearly readable and capable of producing a legible microfilm record. (NRS 247.120)

NAMES UNDER SIGNATURE: Names must be printed or typed under all signatures (except notaries with a legible notary stamp, and witnesses). (NRS 247.190)

RETURN DOCUMENT TO: A "Return Document To" name and address must be indicated and clearly identified on each document (NRS 111.312)

MAIL TAX STATEMENTS TO: The name and address of the person(s) to whom a statement of taxes assessed is to be mailed must appear on any document transferring title (NRS 111.312)

GRANTEE NAME AND ADDRESS: Grantee name and address must appear on any documents that transfers title. (NRS 111.312).

LEGAL DESCRIPTION: A legal description of the subject property must appear on all documents which transfer title to real property. If the legal description is in metes and bounds, the document must indicate the name and address of the person who prepared the legal description or the recording information of a prior recorded document in which said metes and bounds legal description previously appeared. (NRS 111.312).

NOTARY ACKNOWLEDGMENT: The signatures appearing on any document which conveys or affects the title to real property must be properly acknowledged by a Notary Public (NRS 247.120, NRS 111.240, NRS 111.310)

Note: *If an acknowledgment is to be taken outside of the United States, additional requirements may apply. Please contact your title officer or escrow officer prior to the execution of any such document.*

RECORDING FEES AND TRANSFER TAX
CLARK COUNTY, NEVADA
(Effective January 1, 2020)

Official Records-Standard Recordings	Fees:	NRS Reference:	County Ordinance:
Fee Per Document	$42.00	NRS 247.305	Title 2, Chapter 2.32
Notice of Default/Breach and Election to Sell Under a Deed of Trust	$250.00 + recording fee	NRS 107.080	

UCC	Fees:	NRS Reference:
Up to 2 pages	$60.00	NRS 104.9525
3 – 20 pages	$90.00	NRS 104.9525
Each additional page over 20 pages	$2.00	NRS 104.9525
Each additional debtor	$2.00	NRS 104.9525
UCC Copies per page	$2.00	NRS 104.9525

*No charge for Declaration of Value Form.

Real Property Transfer Tax	$2.55 per $500 of value	NRS 375.020

Privacy Policy
Orange Coast Title Family of Companies

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Right to Know

You have the right to know:

- The categories of **personal information** we have collected about or from you;
- The categories of sources from which we collected your **personal information**;
- The business or commercial purpose for collecting or sharing your **personal information**;
- The categories of third parties with whom we have shared your **personal information**; and
- The specific pieces of your **personal information** we have collected.

Process to Submit a Request. To submit a verified request for this information go to https://www.titleadvantage.com/CCPAIntakeForm.htm or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by going to https://www.titleadvantage.com/CCPAIntakeForm.htm or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure your **personal information** is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion

You have a right to request that we delete the **personal information** we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete go to https://www.titleadvantage.com/CCPAIntakeForm.htm or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by going to the site or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle.com.

Verification Method. In order to ensure we do not inadvertently delete your **personal information** based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the **personal information** requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out

We do not sell your **personal information** to third parties, and do not plan to do so in the future.

Right of Non-Discrimination

You have a right to exercise your rights under this Privacy Policy without suffering discrimination. Accordingly, the Orange Coast Title Family of Companies will not discriminate against you in any way if you choose to exercise your rights under this Policy.

California Minors

If you are a California resident under the age of 18, *California Business and Professions Code §22581* permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle.com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice

The following is a list of the categories of **personal information** we may have collected about consumers in the twelve months preceding the date this Privacy Policy was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the **personal information**, and the categories of third parties with whom we may have shared the **personal information**:

Categories of Personal Information Collected

The categories of **personal information** we have collected include, but may not be limited to:

- real name
- signature
- alias
- SSN
- physical characteristics or description (including protected characteristics under federal or state law)
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources

Categories of sources from which we've collected **personal information** include, but may not be limited to:

- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection

The business purposes for which we've collected **personal information** include, but may not be limited to:

- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to:

- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice

We have not sold the **personal information** of consumers to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the **personal information** of minors under sixteen years of age without affirmative authorization.

Disclosure Notice

The following is a list of the categories of **personal information** of consumers we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated:

- real name
- signature
- alias
- SSN
- physical characteristics or description (including protected characteristics under federal or state law)
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We

will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Please be aware that Orange Coast Title Company and its Affiliated Companies maintain high standards to safeguard nonpublic, personal information, and do not rent or sell such information. Please note, however, that unless you opt out in writing, our Affiliated Companies and Service Providers will have access to the information in our files.

Other Important Information

We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website before the new policy becomes effective.

Revised 2/20/20

Exhibit A

PARCEL ONE (1)- UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2) - COMMON ELEMENTS:

1/88th INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

PARCEL THREE (3) - LIMITED COMMON ELEMENTS: THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23, ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE. TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4) - APPURTENANT EASEMENTS: NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

Exhibit B

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-2-13)

COVERED RISKS

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
   a. Someone else's failure to have authorized a transfer or conveyance of your Title.
   b. Someone else's failure to create a valid document by electronic means.
   c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
   d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
   e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
   f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
   a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
   b. Mortgage;
   c. judgment, state or federal tax lien;
   d. charge by a homeowner's or condominium association; or
   e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
    a. any obligation to perform maintenance or repair on the Land; or
    b. environmental protection of any kind, including hazardous or toxic conditions or substances
    unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
    a. building;
    b. zoning;
    c. land use;
    d. improvements on the Land;
    e. land division; or
    f. environmental protection,
    if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
    a. You are unable to obtain a building permit;
    b. You are required to correct or remove the violation; or
    c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
    The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
    a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
    b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. *The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. *If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. *If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.*
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement

or building set-back line is excepted in Schedule B.

24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

EXCLUSIONS FROM COVERAGE

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on the Land
   e. Land division
   f. environmental protection

   This Exclusion does not limit the coverage described in Covered Risk 8a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e, 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

The Deductible Amount and Maximum Dollar Limit for Covered Risk 16, 18, 19 and 21 are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$5,000.00

2006 ALTA LOAN POLICY (06-17-06)

COVERED RISKS

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
   (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (b) failure of any person or Entity to have authorized a transfer or conveyance;
   (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
    (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
       (i) contracted for or commenced on or before Date of Policy; or
       (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
    (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
    (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
       (i) to be timely, or
       (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

This form of title insurance policy form may be issued to afford either Standard Coverage or Extended Coverage. The Standard Coverage version will include the following additional Exceptions to Coverage:

STANDARD COVERAGE EXCEPTIONS

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)

COVERED RISKS

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;

      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

This form of title insurance policy form may be issued to afford either Standard Coverage or Extended Coverage. The Standard Coverage version will include the following additional Exceptions to Coverage:

STANDARD COVERAGE EXCEPTIONS

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXHIBIT “H”

RE: Rina King follow-up re: Henderson NV Condo

From: Bryan Hearn - Equity Title of Nevada (bryanh@equitynv.com)

To: bluelemon3@yahoo.com; pdkhospitality@yahoo.com

Date: Tuesday, February 8, 2022, 10:03 AM PST

Hi, Please see attached the Deed we would re-record to clean up the Vesting.

We would need to order a Certified copy from the Clark County Recorder's office to be able to re-record.

We would do this once we are in contract and the Escrow is opened.

Thank you,

-

Please Note: teamhearn@equitynv.com is for all correspondence and document delivery.

-

-

****PLEASE NOTE THAT DURING THIS TIME WE ARE ONLY ALLOWING THE PRINCIPALS IN THE TRANSACTION TO ATTEND THE IN-OFFICE SIGNING APPOINTMENT****

-

BRYAN HEARN | Escrow Officer
teamhearn@EquityNV.com | License #3219376 | Co. License #:10638
Office: 702-685-3388 | Fax: 702-842-9004 | Cell: 702-743-1098
8850 W. Sunset Road | Suite 100 | Las Vegas, NV 89148

EQUITY TITLE OF NEVADA

Like, Share and Follow Us:

LOCAL EXPERTISE | NATIONAL STRENGTH **#TeamEquity | equitynv.com**

Bryan Hearn, Escrow Officer

License Number: 3219376

Office: 702-685-3388

8850 West Sunset Road, #100, Las Vegas, NV 89148

-

-

Equity Title of Nevada has been recognized as an essential company as part of the Financial Institutions by the Federal Government. To our Customers this means we are open and prepared to do your business. Our working hours remain the same as does our timely handling of your transactions and correspondence. We do not expect any delay in getting your business closed and providing you the professional service you have grown to expect from Equity Title of Nevada.

Confidentiality Notice: The information contained in this electronic e-mail and any accompanying attachment(s) is intended only for the use of the intended recipient and is non-public in nature and may be confidential and/or privileged. If any reader of this communication is not the intended recipient, unauthorized use, disclosure, dissemination or copying is strictly prohibited, and may be unlawful. If you have received this communication in error, please immediately notify the sender by return e-mail, and delete the original message and all copies from your system and promptly destroy any copies made of this electronic message. Thank you. noencrypt

From: Bryan Hearn - Equity Title of Nevada
Sent: Monday, January 31, 2022 9:41 AM
To: rina king <bluelemon3@yahoo.com>; Danny King <pdkhospitality@yahoo.com>
Subject: RE: Rina King follow-up re: Henderson NV Condo

We would re-record the Deed Craig did removing his individual interest and giving it to Hoff's Hut.

The first page lists out all TIC's when it should be just Craig as an individual.

Just like the spouse deed going to the Estate is just the Ex's name.

Thank you,

-

Please Note: teamhearn@equitynv.com is for all correspondence and document delivery.

-

-

****PLEASE NOTE THAT DURING THIS TIME WE ARE ONLY ALLOWING THE PRINCIPALS IN THE TRANSACTION TO ATTEND THE IN-OFFICE SIGNING APPOINTMENT****

-

20050422-0002684

Fee: $18.00 RPTT: EX#008
N/C Fee: $0.00

04/22/2005 12:09:43
T20050073830
Requestor:
NEVADA LEGAL FORMS & BOOKS INC

Frances Deane KGP
Clark County Recorder Pgs: 5

APN: 178-19-611-076
~~Recording requested by~~ and mail documents and tax statements to:

Name: CRAIG HOFMAN

Address: 2601 E. WILLOW

City/State/Zip: SIGNAL HILL, CALIFORNIA 90755

DED104
Nevada Legal Forms & Books, Inc. (702) 870-8977
www.legalformsrus.com

5

RPTT: 8

QUITCLAIM DEED

THIS INDENTURE WITNESS That the GRANTOR(S):
CRAIG H. HOFMAN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 50% INTEREST, ~~MARTIN JEFFREY KING, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AS TO AN UNDIVIDED 25% INTEREST AND ALFRED S. KING AND JANET L. KING HUSBAND AND WIFE AS JOINT TENANTS AS TO AN UNDIVIDED 25% INTEREST, ALL AS TENANTS IN COMMON~~

for and in consideration of ZERO Dollars ($ 0.00)

do hereby QUITCLAIM the right, title and interest, if any, which GRANTOR may have in all that real property, the receipt of which is hereby acknowledged, to the GRANTEE(S):
HOF'S HUT RESTAURANTS, INC AS TO AN UNDIVIDED 50% INTEREST

all that real property situated in the City of HENDERSON County of CLARK, State of NEVADA bounded and described as follows: *(Set forth legal description and commonly known address)*

COMMONLY KNOWN ADDRESS:
2220 VILLAGE WALK DRIVE UNIT 3306, HENDERSON, NEVADA

WARNING: THE COUNTY RECORDER MAY CHARGE AN ADDITIONAL FEE IF YOU WRITE WITHIN THE 1" MARGINS OF THIS DOCUMENT OR VIOLATE ANY OTHER RECORDING REQUIREMENTS IMPOSED BY YOUR COUNTY RECORDER.

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A", AND BY THIS REFERENCE MADE A PART HEREOF

Together with all and singular hereditament and appurtenances thereunto belonging or in any way appertaining to.

In Witness Whereof, I/We have hereunto set my hand/our hands on 18th day of APRIL, 20 05.

Signature of Grantor
CRAIG H. HOFMAN

Signature of Grantor

Signature of Grantor

Signature of Grantor

STATE OF California)
COUNTY OF Los Angeles)

On this 18th day of APRIL, 2005, appeared before me, a Notary Public, CRAIG H. HOFMAN----------

personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument, who acknowledged that he/she/they executed the instrument for the purposes therein contained.

SONYA B. LONG
SONYA B. LONG
Commission # 1415472
Notary Public - California
Orange County
My Comm. Expires May 3, 2007

Sonya B. Long
Notary Public
My commission expires: 5-3-07
Consult an attorney if you doubt this forms fitness for your purpose.

EXHIBIT "A"

PARCEL ONE (1)-UNIT:

LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "PLAT").

PARCEL TWO (2)-COMMON ELEMENTS:

1/88TH INTEREST AS A TENANT-IN-COMMON IN THE COMMON ELEMENTS SHOWN ON THE PLAT, IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CONDOMINIUMS AT THE DISTRICT RECORDED SEPTEMBER 27, 2004, IN BOOK 20040927 AS DOCUMENT NO. 0005038 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (HEREINAFTER THE "DECLARATION").

EXCEPTING THEREFROM, ALL UNITS SHOWN ON THE PLAT.

RESERVING THEREFROM, THE RIGHT TO USE ANY OF THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS IN THE PLAT AND/OR THE DECLARATION.

FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF ALL UNITS SHOWN ON THE PLAT (EXCEPT THE UNIT REFERRED TO IN PARCEL ONE (1) ABOVE), NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS, AS DEFINED IN, AND SUBJECT TO THE DECLARATION.

///

///

PARCEL THREE (3)-LIMITED COMMON ELEMENTS:

THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#8; AND

STORAGE SPACE NUMBER: LCE-SL-#23,

ALL OF WHICH ARE DESCRIBED AS LIMITED COMMON ELEMENTS IN SECTION 5.2(a) AND 5.3(a) OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE EXCLUSIVE RIGHT TO USE, POSSESS AND OCCUPY THE FOLLOWING, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION:

PARKING SPACE NUMBER: LCE-P-#9; AND

ALL OF WHICH ARE HEREBY ASSIGNED AS LIMITED COMMON ELEMENTS IN ACCORDANCE WITH SECTION 5.2(b) AND/OR 5.3(b), AS APPLICABLE, OF THE DECLARATION AND WHICH ARE APPURTENANT TO PARCELS ONE (1) AND TWO (2) DESCRIBED ABOVE.

TOGETHER WITH THE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS, ALLOCATED TO PARCELS ONE (1) AND TWO (2) IN THE DECLARATION.

PARCEL FOUR (4)-APPURTENANT EASEMENTS:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT AND OTHER PURPOSES ON, OVER AND ACROSS THE COMMON ELEMENTS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH EASEMENTS ARE APPURTENANT TO PARCELS ONE (1), TWO (2) AND THREE (3) ABOVE.

PARCEL NO. 178-19-611-076

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 178-19-611-076
b)
c)
d)

FOR RECORDER'S OPTIONAL USE ONLY
Book _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:

a) ☐ Vacant Land b) ☑ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2/4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

3. Total Value/Sales Price of Property $ 0.00
Deed in Lieu of Foreclosure Only (value of property) (0.00)
Transfer Tax Value: $ 0.00
Real Property Transfer Tax Due $ 0.00

4. **IF EXEMPTION CLAIMED:**
a. Transfer Tax Exemption per NRS 375.090, Section 8
b. Explain Reason for Exemption:
TRANSFER TO A CORPORATION

5. Partial Interest: Percentage being transferred: 50 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity **GRANTOR**

Signature _____ Capacity **GRANTEE**

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print name: CRAIG H. HOFMAN	Print name: HOF'S HUT RESTAURANTS, INC
Address: 2601 E. WILLOW	Address: 2601 E. WILLOW
City: SIGNAL HILL	City: SIGNAL HILL
State: CALIFORNIA Zip: 90755	State: CALIFORNIA Zip: 90755

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: NEVADA LEGAL FORMS & BOOKS, INC. Escrow # _____
Address: 3901 W. CHARLESTON BLVD.
City: LAS VEGAS State: NEVADA Zip: 89102

AN ADDITIONAL RECORDING FEE OF $1.00 WILL APPLY FOR EACH DECLARATION OF VALUE FORM PRESENTED TO CLARK COUNTY, EFFECTIVE JUNE 1, 2004.

268 4

EXHIBIT “I”

Fw: My call about Chicago Title and switching escrow companies

From: rina king (bluelemon3@yahoo.com)

To: pdkhospitality@yahoo.com

Date: Wednesday, February 9, 2022, 12:34 PM PST

----- Forwarded Message -----
From: Kaitlyn Diffenbaugh <kdiffenbaugh@firstam.com>
To: rina king <bluelemon3@yahoo.com>; Rachael Carter <rmcarter@firstam.com>; Jackie Payne <jpayne@firstam.com>
Sent: Wednesday, February 9, 2022, 10:46:34 AM PST
Subject: My call about Chicago Title and switching escrow companies

Let us know if you have any questions about the initial review.

Please note that all files are subject to requiring additional documentation as the transaction progresses.

And final reviews and approval are completed at time of closing.

Thank you,

Kaitlyn Diffenbaugh

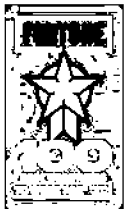
Escrow Assistant to Rachael Carter

First American Title™

Company License # NV251

2500 N. Buffalo dr. **ste. 120** | Las Vegas, NV 89128

ph: 702-251-5222 fax: 800-889-1539 email: kdiffenbaugh@firstam.com



WITH CYBER-CRIMES on the increase, it is important to be ever vigilant. If you receive an email or any other communication that appears to be generated from our office, containing new, revised or altered bank wire instructions, consider it suspect, and call our office at a number you trust. Our bank wire instructions seldom change

The information contained in this e-mail is privileged and confidential information, and is protected under The Privacy Act of 1974 and The Gramm-Leach-Bliley Act of 2000, and is intended only for the use of the individual or entity named above. If the reader of this e-mail message is not the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this communication is strictly prohibited.

From: Kaitlyn Diffenbaugh
Sent: Wednesday, February 9, 2022 10:37 AM
To: rina king <bluelemon3@yahoo.com>; Rachael Carter <rmcarter@firstam.com>; Jackie Payne <jpayne@firstam.com>
Subject: RE: [External] My call about Chicago Title and switching escrow companies

Hello, upon preliminary review we would require a copy of the Hof's Hut Restaurant entity docs showing Craig as the legal owner.

We would have to property transfer his 50% interest to the Restaurant to show final ownership as:

Martin King – 25% Alfred King and Janet King – 25% and Hof's Hut Restaurants Inc. – 50%

ALL owners have to sign for the sale of the property.

This is the review from the Title Manager:

Electronically Filed
2/15/2022 3:03 PM
Steven D. Grierson
CLERK OF THE COURT

ASTA

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK

In the Matter of: MARTIN KING, Deceased.	Case No: P-19-100680-E Dept No: XXVI

CASE APPEAL STATEMENT

1. Appellant(s): Paul Daniel King

2. Judge: Gloria Sturman

3. Appellant(s): Paul Daniel King

Counsel:

Paul Daniel King
3520 Stanford Ave.
Dallas, TX 75225

4. Respondent (s): Craig Hofman; Hof's Hut Restaurants, Inc.; Alfred S. King; Alfred Samuel King; Janet L. King

Counsel:

Marquis Aurbach, Esq.
10001 Park Run Dr.
Las Vegas, NV 89145

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
   Permission Granted: N/A

   Respondent(s)'s Attorney Licensed in Nevada: Yes
   Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
   ***Expires 1 year from date filed*
   Appellant Filed Application to Proceed in Forma Pauperis: No
   Date Application(s) filed: N/A

9. Date Commenced in District Court: September' 13, 2019

10. Brief Description of the Nature of the Action: Probate

    Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: No

    Supreme Court Docket Number(s): N/A

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 15 day of February 2022.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton

Amanda Hampton, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Paul Daniel King

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. P-19-100680-E

In the Matter of:	§	Location:	**Department 26**
Martin King, Deceased	§	Judicial Officer:	**Sturman, Gloria**
	§	Filed on:	**09/13/2019**
	§	Case Number History:	
	§	Cross-Reference Case Number:	**P100680**

CASE INFORMATION

Related Cases
W-19-016663 (Companion Case)

Case Type: **Probate - Summary Administration**

Case Flags: **Appealed to Supreme Court**

DATE — CASE ASSIGNMENT

Current Case Assignment

Case Number	P-19-100680-E
Court	Department 26
Date Assigned	11/25/2019
Judicial Officer	Sturman, Gloria

PARTY INFORMATION

		Lead Attorneys
Petitioner	**Hofman, Craig**	**Coffing, Terry A.** *Retained* 7023820711(W)
	Hof's Hut Restaurants, Inc.	**Coffing, Terry A.** *Retained* 7023820711(W)
	King, Alfred S	**Coffing, Terry A.** *Retained* 7023820711(W)
	King, Alfred Samuel	**Coffing, Terry A.** *Retained* 7023820711(W)
	King, Janet L.	**Coffing, Terry A.** *Retained* 7023820711(W)
Decedent	**King, Martin Jeffrey**	
Objector	**King, Paul Daniel**	**Pro Se**
Personal Representative	**King, Paul Daniel**	**Pro Se**

DATE — EVENTS & ORDERS OF THE COURT — INDEX

EVENTS

09/13/2019 — Notice of Hearing
Filed By: Petitioner King, Alfred Samuel
[1] Notice of Hearing

09/13/2019 — Clerk's Notice of Hearing

[2] Notice of Hearing

09/19/2019 Certificate of Service
Filed by: Petitioner King, Alfred Samuel
[3] Certificate of Service

10/11/2019 Supplement
Filed by: Petitioner King, Alfred Samuel
[4] Supplement to the Petition for Probate of Will, for Appointment of Personal Representative, for Issuance of Letters of Testamentary, and for Summary Administration of Estate

10/11/2019 Supplement
[5] Second Supplement to Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary and for Summary Administration of Estate

10/15/2019 Initial Appearance Fee Disclosure
Filed By: Personal Representative King, Paul Daniel
[6] Initial Appearance Fee Disclosure

10/15/2019 Opposition
Filed By: Personal Representative King, Paul Daniel
[7] Verified Opposition to Appointment of Alfred Samuel King as Personal Representative of the Estate

10/15/2019 Certificate of Mailing
Filed By: Personal Representative King, Paul Daniel
[8] Certificate of Mailing

10/15/2019 Supplement
Filed by: Petitioner King, Alfred Samuel
[9] Third Supplement To Petition For Probate Of Will, For Appointment Of Personal Representative, For Issuance Of Letters Of Testamentary, And For Summary Administration Of Estate

10/15/2019 Supplement
[10] Fourth Supplement To Petition For Probate Of Will, For Appointment Of Personal Representative, For Issuance Of Letters Of Testamentary, And For Summary Administration Of Estate

10/17/2019 Reply to Opposition
Filed by: Petitioner King, Alfred Samuel
[11] Verified Reply to Verified Opposition to Appointment of Alfred Samuel King as Personal Representative of the Estate

10/17/2019 Supplement
[12] Fifth Supplement to Petition for Probate of Will for Appointment of PR for Issuance of Letters of Testamentary and for SA of Estate

11/25/2019 Case Reassigned to Department 26
Reassigned to Judge Gloria Sturman

07/29/2020 Petition to Set Aside Estate
Filed by: Petitioner King, Alfred Samuel
[13] Petition to Set Aside Estate Without Administration

07/29/2020
Notice of Hearing to Set Aside Estate Without Administration
Filed by: Petitioner King, Alfred Samuel
[14] Notice of Hearing

07/30/2020
Certificate of Mailing
Filed By: Petitioner King, Alfred Samuel
[15] Certificate of Service

08/31/2020
Supplement
Filed by: Petitioner King, Alfred Samuel
[16] Supplement to Petition to Set Aside Estate Without Administration

09/01/2020
Certificate of Mailing
Filed By: Petitioner King, Alfred Samuel
[17] Certificate of Service

09/01/2020
Supplement
Filed by: Petitioner King, Alfred Samuel
[18] Second Supplement to Petition to Set Aside Estate Without Administration

09/01/2020
Certificate of Service
Filed by: Petitioner King, Alfred Samuel
[19] Certificate of Service

09/03/2020
Objection
Filed By: Personal Representative King, Paul Daniel
[20] Objection to Petition to Set Aside Estate Without Administration

09/10/2020
Notice of Hearing
Filed By: Petitioner King, Alfred Samuel
[21] Notice of Hearing

09/11/2020
Clerk's Notice of Hearing
[22] Notice of Hearing

09/11/2020
Notice of Hearing
Filed By: Petitioner King, Alfred Samuel
[23] Amended Notice of Hearing

09/14/2020
Certificate of Mailing
Filed By: Petitioner King, Alfred Samuel
[24] Certificate of Service

09/14/2020
Certificate of Mailing
Filed By: Petitioner King, Alfred Samuel
[25] Certificate of Service

10/06/2020
Supplement
Filed by: Petitioner King, Alfred Samuel
[26] Sixth Supplement to Petition for Probate of Will, for Appointment of Personal Representative, for Issuance of Letters of Testamentary, and for Summary Administration of Estate

10/06/2020 Certificate of Service
Filed by: Petitioner King, Alfred Samuel
[27] Certificate of Service

10/13/2020 Supplement to Opposition
Filed By: Personal Representative King, Paul Daniel
[28] Supplement to Verified Opposition to Appointment of Alfred Samuel King as Personal Representative

10/14/2020 Reply to Opposition
Filed by: Petitioner King, Alfred Samuel
[29] Revival of Verified Reply to Opposition

10/14/2020 Certificate of Service
Filed by: Petitioner King, Alfred Samuel
[30] Certificate of Service

10/15/2020 Addendum
Filed By: Personal Representative King, Paul Daniel
[31] Addendum to Supplement to Opposition

11/12/2020 Report and Recommendations
[32] Probate Commissioner's Report and Recommendation

11/23/2020 Objection
Filed By: Petitioner King, Alfred Samuel
[33] Objection to Report and Recommendation

11/23/2020 Notice of Hearing
Filed By: Petitioner King, Alfred Samuel
[34] NOTICE OF HEARING

12/09/2020 Notice of Change of Hearing
[35] Notice of Change of Hearing

12/09/2020 Notice of Change of Hearing
[36] Amended Notice of Change of Hearing

12/26/2020 Stipulation and Order
Filed by: Petitioner King, Alfred Samuel
[37] Stipulation and Order

12/28/2020 Notice of Entry of Stipulation and Order
Filed By: Petitioner King, Alfred Samuel
[38] NOTICE OF ENTRY OF STIPULATION AND ORDER

01/26/2021 Notice of Hearing
[39] Instructions for Bluejeans Videoconference

01/29/2021 Reply
Filed by: Personal Representative King, Paul Daniel
[40] Reply to Objection to Report and Recommendation

01/29/2021 Supplement
Filed by: Petitioner King, Alfred Samuel
[41] SUPPLEMENT TO OBJECTION TO REPORT AND RECOMMENDATION

02/02/2021 Reply to Opposition
Filed by: Petitioner King, Alfred Samuel
[42] Reply to Opposition (Reply) to Objection to Report and Recommendation

02/02/2021 Supplement
Filed by: Personal Representative King, Paul Daniel
[43] Supplement to Reply to Objection to Report and Recommendation

02/02/2021 Errata
Filed By: Petitioner King, Alfred Samuel
[44] ERRATA TO REPLY TO OPPOSITION (REPLY) TO OBJECTION TO REPORT AND RECOMMENDATION

02/19/2021 Order
Filed By: Personal Representative King, Paul Daniel
[45] Order

02/19/2021 Notice of Entry of Order
Filed By: Personal Representative King, Paul Daniel
[46] Notice of Entry of Order

02/23/2021 Letters of Administration Electronically Issued/Filed
Party: Personal Representative King, Paul Daniel
[47] Letters Testamentary

03/02/2021 Notice to Creditors
Filed By: Personal Representative King, Paul Daniel
[48] Notice to Creditors (60-Day Notice)

03/19/2021 Affidavit of Publication
[49] AFFIDAVIT OF PUBLICATION

04/29/2021 Application
Filed By: Petitioner King, Alfred Samuel
[50] Application and Notice of Discharge of Attorney

05/21/2021 Motion to Withdraw As Counsel
Filed By: Petitioner King, Alfred Samuel
[51] Motion to Withdraw as Counsel

05/21/2021 Affidavit in Support
Filed By: Petitioner King, Alfred Samuel
[52] Affidavit in Support of Motion to Withdraw as Counsel

05/21/2021 Notice of Motion
Filed By: Petitioner King, Alfred Samuel
[53] Notice of Motion

05/24/2021 Clerk's Notice of Hearing
[54] Notice of Hearing

05/25/2021 Certificate of Service
Filed by: Petitioner King, Alfred Samuel
[55] Certificate of Service

06/16/2021 Notice of Appearance
Party: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[56] Notice of Appearance

06/16/2021 Petition
Filed by: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Janet L.
[57] Petition for Order Requiring Sale

06/16/2021 Notice of Hearing
Filed By: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Janet L.
[58] Notice of Hearing on Petition for Order Requiring Sale

06/16/2021 Notice of Hearing
Filed By: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[59] Notice of Hearing on Petition for Order Requiring Sale

06/16/2021 Clerk's Notice of Hearing
[60] Notice of Hearing

06/16/2021 Certificate of Service
Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[61] Certificate of Service

07/23/2021 Order Granting
Filed By: Petitioner King, Alfred Samuel
[62] Order Granting Withdrawal of Counsel

07/23/2021 Notice of Entry of Order
Filed By: Petitioner King, Alfred Samuel
[63] Notice of Entry of Order

07/26/2021 Certificate of Mailing
Filed By: Petitioner King, Alfred Samuel
[64] Certificate of Mailing/Service

08/10/2021 Motion
Filed By: Personal Representative King, Paul Daniel
[65] Motion for Continuance and in the Alternative Objection to Petition for Order Requiring Sale

08/10/2021 Clerk's Notice of Nonconforming Document
[66] Clerk's Notice of Nonconforming Document

08/12/2021 Reply

Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[67] Reply in Support of Petition for Order Requiring Sale

08/12/2021 Certificate of Service
Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[68] Certificate of Service

08/13/2021 Clerk's Notice of Nonconforming Document and Curative Action
[69] Clerk's Notice of Curative Action

08/17/2021 Notice of Sale
Filed By: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[70] Notice of Private Sale Pursuant to NRS 145.070/148.240

08/17/2021 Supplemental
Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[71] Supplemental Petition for Sale

08/17/2021 Certificate of Service
Filed by: Petitioner Hofman, Craig
[72] Certificate of Service

08/17/2021 Notice of Withdrawal
Filed by: Personal Representative King, Paul Daniel
[73] Notice of Withdrawal of Attorney For Paul Daniel King

08/17/2021 Certificate of Service
Filed by: Personal Representative King, Paul Daniel
[74] Certificate of Service

08/18/2021 Certificate of Service
Filed by: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[75] Certificate of Service

08/19/2021 Supplement to Opposition
Filed By: Personal Representative King, Paul Daniel
[78] Supplement to Motion for Continuance and In The Alternative Objection to Petition for Order Requiring Sale

09/24/2021 Report and Recommendations
Filed by: Personal Representative King, Paul Daniel
[77] Probate Commissioner's Report and Recommendation

11/01/2021 Report and Recommendations
[78] Probate Commissioner's Report and Recommendation

11/05/2021 Objection
Filed By: Petitioner Hofman, Craig
[79] Objection to Report and Recommendation

11/08/2021 Notice of Hearing
[80] Objection to PC's Report and Recommendation

11/19/2021 Notice of Non Opposition
Filed By: Petitioner Hofman, Craig
[81] Notice of Non-Opposition to Objection to Report and Recommendation

12/06/2021 Ex Parte Application
Party: Petitioner Hofman, Craig
[82] Ex Parte Application for Order to Show Cause Why Paul "Danny" King Should Not Be Held In Contempt on Order Shortening Time

12/08/2021 Objection
Filed By: Personal Representative King, Paul Daniel
[83] Objections to Order to Shorten Time and Order to Show Cause

12/09/2021 Clerk's Notice of Nonconforming Document
[84] Clerk's Notice of Nonconforming Document

12/10/2021 Notice of Hearing
[85] Instructions for Bluejeans Videoconference and Rescheduled Hearing

12/12/2021 Order Shortening Time
Filed By: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[86] Ex Parte Application for Order to Show Cause Why Paul Danny King Should Not Be Held In Contempt on Order Shortening Time

12/13/2021 Certificate of Service
Filed by: Petitioner Hofman, Craig
[87] Certificate of Service

12/17/2021 Opposition
Filed By: Personal Representative King, Paul Daniel
[88] Opposition to Petitioners' Objection to Report and Recommendation

12/30/2021 Notice of Hearing
[89] Instructions for Bluejeans Videoconference

01/03/2022 Opposition
Filed By: Personal Representative King, Paul Daniel
[90] Opposition to Report and Recommendation and Status Report

01/03/2022 Supplemental Brief
Filed By: Petitioner Hofman, Craig
[91] Supplemental Briefing in Support of Objection to Report and Recommendation

01/05/2022 Response
Filed by: Personal Representative King, Paul Daniel
[92] Response to Supplemental Briefing in Support of Objection to Report and Recommendation

01/05/2022 Supplemental
Filed by: Personal Representative King, Paul Daniel

[93] Supplemental Response to Supplemental Briefing in Support of Objection to Report and Recommendation

01/10/2022 Order Granting
[94] Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute All Documents Needed to Facilitate the Sale of the Property

01/11/2022 Notice of Appearance
Party: Petitioner Hofman, Craig
[95] Notice of Appearance

01/11/2022 Notice of Entry of Order
Filed By: Petitioner Hofman, Craig
[96] Notice of Entry of Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property

02/02/2022 Ex Parte Application
Party: Petitioner Hofman, Craig
[97] Ex Parte Application for an Order Appointing the Court Clerk to Execute Seller's Closing Documents Pursuant to RNCP 70 and EDCR 7.51 on Behalf of Danny King

02/04/2022 Order
Filed By: Petitioner King, Alfred Samuel; Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[98] Order Appointing Court Clerk to Execute the Seller_s Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King

02/10/2022 Notice of Appeal
Filed By: Personal Representative King, Paul Daniel
[99] Appeal of Order Granting Objection to Report and Recommendation and Order for Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property

02/11/2022 Notice of Entry of Order
Filed By: Petitioner Hofman, Craig; Petitioner Hof's Hut Restaurants, Inc.; Petitioner King, Alfred S; Petitioner King, Janet L.
[100] Notice of Entry of Order Appointing Court Clerk to Execute the Seller's Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King

02/14/2022 Ex Parte Motion
Filed By: Personal Representative King, Paul Daniel
[101] Ex Parte Motion to Vacate Order Appointing Court Clerk to Execute the Seller's closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King

02/14/2022 Motion to Vacate
Filed By: Personal Representative King, Paul Daniel
[102] Ex Parte Motion to Vacate Order Appointing Court Clerk to Execute the Seller's Closing Documents Pursuant to NRCP 70 and EDCR 7.51 on Behalf of Danny King

02/14/2022 Amended Notice of Appeal
[103] Ex Parte Amended Appeal and Motion to Reconsider This Court s Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time

02/14/2022 Motion to Reconsider
Filed By: Personal Representative King, Paul Daniel

[104] Ex Parte Amended Appeal and Motion to Reconsider Order Granting Objection to Report and Recommendation and Order for Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time

02/14/2022 Notice of Hearing
Filed By: Personal Representative King, Paul Daniel
[105] Notice of Hearing

02/15/2022 Order Shortening Time
[106] AmendedAppealMotionReconsider021422

02/15/2022 Case Appeal Statement
Case Appeal Statement

HEARINGS

10/18/2019 **Petition - HM** (9:30 AM) (Hearing Master: Yamashita, Wesley)
Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary and for Summary Administration of Estate

09/04/2020 **Petition - HM** (9:45 AM) (Hearing Master: Yamashita, Wesley)
09/04/2020, 10/09/2020
Petition to Set Aside Estate Without Administration

10/16/2020 **Petition - HM** (9:45 AM) (Hearing Master: Yamashita, Wesley)
Petition for Probate of Will, for Appointment of Personal Representative, For Issuance of Letters of Testamentary, and for Summary Administration of Estate.

02/04/2021 **Objection - Probate** (10:30 AM) (Judicial Officer: Sturman, Gloria)
Objection to Report and Recomendation

07/23/2021 **Petition - HM** (3:00 AM) (Hearing Master: Yamashita, Wesley)
Motion to Withdraw as Counsel

08/20/2021 **Petition - HM** (9:45 AM) (Hearing Master: Yamashita, Wesley)
Petition for Order Requiring Sale

12/21/2021 **Objection** (10:00 AM) (Judicial Officer: Sturman, Gloria)
Objection to PCRR

12/21/2021 **Show Cause Hearing** (10:00 AM) (Judicial Officer: Sturman, Gloria)
OSC Why Paul King Should Not Be Held in Contempt of Court

12/21/2021 **All Pending Motions** (10:00 AM) (Judicial Officer: Sturman, Gloria)

01/06/2022 **Status Check** (10:00 AM) (Judicial Officer: Sturman, Gloria)
Status Check: Probate Status

02/17/2022 **Motion - HM** (9:30 AM) (Judicial Officer: Sturman, Gloria)
Ex Parte Amended Appeal and Motion to Reconsider Order Granting Objection to Report and Recommendation and Order for Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property on Order Shortening Time

DATE	FINANCIAL INFORMATION	
	Decedent King, Martin Jeffrey	
	Total Charges	284.50
	Total Payments and Credits	284.50
	Balance Due as of 2/15/2022	**0.00**

Personal Representative King, Paul Daniel	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 2/15/2022	**0.00**
Petitioner Hofman, Craig	
Total Charges	59.50
Total Payments and Credits	59.50
Balance Due as of 2/15/2022	**0.00**
Petitioner Hof's Hut Restaurants, Inc.	
Total Charges	3.50
Total Payments and Credits	3.50
Balance Due as of 2/15/2022	**0.00**

Electronically Filed
9/13/2019 10:26 AM
Steven D. Grierson
CLERK OF THE COURT

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

Case No.
(Assigned by Clerk's Office)

CASE NO: P-19-100680-E
Clark District Family Domestic

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone):
Alfred Samuel King
23082 Via Celeste
Coto De Caza, CA 92679

Defendant(s) (name/address/phone):
Martin Jeffrey King

Attorney (name/address/phone):
Harriet H. Roland
Roland Law Firm
2520 Saint Rose Pkwy #309
Henderson, NV 89074

Attorney (name/address/phone):
Harriet H. Roland
Roland Law Firm
2520 Saint Rose Pkwy #309
Henderson, NV 89074

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property

Landlord/Tenant
- [ ] Unlawful Detainer
- [ ] Other Landlord/Tenant

Title to Property
- [ ] Judicial Foreclosure
- [ ] Other Title to Property

Other Real Property
- [ ] Condemnation/Eminent Domain
- [ ] Other Real Property

Torts

Negligence
- [ ] Auto
- [ ] Premises Liability
- [ ] Other Negligence

Malpractice
- [ ] Medical/Dental
- [ ] Legal
- [ ] Accounting
- [ ] Other Malpractice

Other Torts
- [ ] Product Liability
- [ ] Intentional Misconduct
- [ ] Employment Tort
- [ ] Insurance Tort
- [ ] Other Tort

Probate

Probate *(select case type and estate value)*
- [x] Summary Administration
- [ ] General Administration
- [ ] Special Administration
- [ ] Set Aside
- [ ] Trust/Conservatorship
- [ ] Other Probate

Estate Value
- [ ] Over $200,000
- [ ] Between $100,000 and $200,000
- [x] Under $100,000 or Unknown
- [ ] Under $2,500

Construction Defect & Contract

Construction Defect
- [ ] Chapter 40
- [ ] Other Construction Defect

Contract Case
- [ ] Uniform Commercial Code
- [ ] Building and Construction
- [ ] Insurance Carrier
- [ ] Commercial Instrument
- [ ] Collection of Accounts
- [ ] Employment Contract
- [ ] Other Contract

Judicial Review/Appeal

Judicial Review
- [ ] Foreclosure Mediation Case
- [ ] Petition to Seal Records
- [ ] Mental Competency

Nevada State Agency Appeal
- [ ] Department of Motor Vehicle
- [ ] Worker's Compensation
- [ ] Other Nevada State Agency

Appeal Other
- [ ] Appeal from Lower Court
- [ ] Other Judicial Review/Appeal

Civil Writ

Civil Writ
- [ ] Writ of Habeas Corpus
- [ ] Writ of Mandamus
- [ ] Writ of Quo Warrant
- [ ] Writ of Prohibition
- [ ] Other Civil Writ

Other Civil Filing

Other Civil Filing
- [ ] Compromise of Minor's Claim
- [ ] Foreign Judgment
- [ ] Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

9/13/2019
Date

Signature of initiating party or representative

See other side for family-related case filings.

Electronically Filed
01/10/2022 4:47 PM
CLERK OF THE COURT

Marquis Aurbach Coffing
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Tabetha Martinez, Esq.
Nevada Bar No. 14237
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
tcoffing@maclaw.com
tmartinez@maclaw.com
Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY

The Court, having reviewed Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King's Objection to Report and Recommendation and all papers filed in support thereof and in opposition thereto; having considered the arguments of the parties at the hearings held on December 16, 2021 and January 6, 2021, and good cause appearing, hereby finds as follows:

1. Good cause exists to grant Petitioners' Objection to the Report and Recommendation.

2. The proposed sale of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

> LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS,

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(the "Property") meets with the requirements of the Tenancy in Common Agreement entered into by the parties, and is hereby approved and the sale is ORDERED to proceed;

3. That the sale of the Property is in the best interest of the Estate;

4. That there are no objections being made by the Deceased's ex-spouse, Ellen King, as to any right of first refusal she may have as to the Property or as to the sale of the Property;

5. That the objections raised by Paul Daniel King in his briefing and during oral argument at the time of the hearings, including, but not limited to, the scrivener's error in the Tenancy in Common Agreement as to the address of the Property, the potential for objection by Ellen King, and need for Ellen King to execute documents to finalize the sale, are without merit and/or can be resolved through the title company;

6. That based on the foregoing, Paul Daniel King, as Personal Representative of the Estate, must promptly, and without further delay, cooperate with the sale of the Property and execute any and all documents necessary to convey the Property, including accepting any conveyance of Ellen King, if necessary.

/ / /

/ / /

/ / /

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Based on the foregoing, IT IS HEREBY ORDERED that the sale of the Property proceed;

IT IS FURTHER HEREBY ORDERED that Paul Daniel King, as Personal Representative of the Estate, must promptly, and without further delay, cooperate with the sale of the Property and sign any documents necessary to convey the Property, including accepting a conveyance of Ellen King, if necessary.

IT IS SO ORDERED.

Dated this 10th day of January, 2022

DISTRICT COURT JUDGE

1F9 E35 8C10 3A60
Gloria Sturman
District Court Judge

Respectfully submitted this 10th day of January, 2022.

MARQUIS AURBACH COFFING

By*:/s/ Tabetha Martinez*
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Tabetha Martinez, Esq.
Nevada Bar No. 14237
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Petitioners

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Electronically Filed
11/1/2021 9:35 AM
Steven D. Grierson
CLERK OF THE COURT

Paul Daniel King
Personal Representative, Martin Jeffrey King Estate
pdannyking@gmail.com

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION

Appearances: Terry A. Coffing, Esq.
On behalf of Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King

Paul Daniel King
Personal Representative of the Estate

Hearings were held on Petitioners' Petition for Order Requiring Sale on August 13, 2021 and August 20, 2021. After considering the pleadings and papers filed in this matter, having reviewed the points and authorities, having heard oral argument, and good cause appearing therefore, the Probate Commissioner finds and recommends as follows:

FINDINGS OF FACT

1. Petitioners entered into a Tenancy in Common Agreement (the "Agreement") with decedent Martin Jeffrey King ("Jeff King") to purchase a property located at 2220 Village Walk Drive, Unit 3306, Henderson, Nevada 89052 (the "Property") in 2005.

2. Pursuant to the terms of the Agreement, ownership of the Property was divided as follows: Petitioner Craig Hofman: 50%; Petitioners Alfred S. King and Janet L. King, 25%; Jeff King: 25%.

3. The Agreement contained a Right of First Refusal provision, requiring that any co-

tenant wishing to sell any part of their interest first make a written offer to sell to the remaining owners.

4. In the event the remaining owners did not wish to purchase the co-tenant's interest, the Forced Sale provision of the Agreement allowed any co-tenant to force the sale of the Property.

5. In the event that the co-tenants did not agree upon the appraised value of the Property, the Forced Sale provision of the Agreement mandated for the co-tenants to obtain three appraisals of the Property performed by three different local Nevada real estate appraisers specializing in residential property, and that appraised value would be the average of the value of the three appraisals.

6. Martin Jeffrey King passed away in 2017, and the instant probate action was opened in September 2019 in the Clark County Eighth Judicial District Court, Case No. P19-100680-E.

7. Paul Daniel King ("Danny King") obtained Letters Testamentary for the Martin Jeffrey King Estate ("the Estate") on February 23, 2021, and is serving as the personal representative for the Estate.

8. In March of 2021, Petitioner Craig Hofman offered his 50% interest in the Property to the remaining co-tenants, Alfred S. King ("Sam King") and Janet L. King, and Danny King, as required by the Agreement.

9. In March of 2021, Petitioner Sam King forwarded a Property listing agreement with Berkshire Hathaway for Danny King and requested for Danny King to sign it. Danny King wasn't previously consulted on the listing price or any of the agreement's conditions, and Danny King hadn't agreed upon an appraised value for the Property. Danny King requested for time to review and correct the listing agreement in order to comply with his duties as the Estate's personal representative. Danny King also requested for appraisals for the Property. The Petitioners were unresponsive to that request.

10. In May of 2021, the Petitioners canceled the proposed listing agreement with Berkshire Hathaway and instead signed a listing agreement with Luxury Homes of Las Vegas. Danny King wasn't included on the listing agreement, wasn't consulted on the listing price or any of the agreement's conditions, and hadn't agreed upon an appraised value for the Property.

11. In June of 2021, Petitioner Sam King informed Danny King that the Petitioners received an offer for the Property. The Petitioners subsequently accepted the offer without Danny King's consent.

12. On August 20, 2021, a hearing was held on Petitioners' Petition for Order Requiring Sale. During that hearing, Petitioners requested that the Probate Commissioner approve the aforementioned sale and order that Petitioner Craig Hofman be named special administrator of the Estate on the grounds that Danny King was not a Nevada resident. Danny King requested for the Probate Commissioner to order that three appraisals had to be obtained prior to any Property sale. The Probate Commissioner denied Petitioners' request to order for Craig Hofman to be named the Estate's special administrator; confirmed that Danny King was to continue to represent the Estate; ordered for the co-tenants to obtain the three Property appraisals that Danny King requested, as per the Agreement; ordered for the property to be sold once the appraisals were obtained; and ordered for Petitioners' Counsel to write a report outlining the results of the hearing.

13. On September 9, 2021, Sam's Counsel submitted to the Clark County Court an "ORDER GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING SALE." In it, Petitioners' Counsel falsely alleged that, during the August 20, 2021 hearing, the Probate Commissioner ordered that "Petitioner Craig Hofman is permitted to act as a special administrator of the estate for the limited purpose of facilitating the sale of the Property described herein, and may sign any documents necessary to facilitate the sale of the Property."

14. On September 10, 2021, Danny submitted to Clark County Court an "ORDER

GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING SALE". In it, Danny King declared that the Probate Commissioner during the August 20, 2021 hearing only ordered that the co-tenants obtain three Property appraisals and that the Property was to be sold once the three appraisals were obtained.

15. On September 13, 2021, Petitioners' Counsel forwarded three Property appraisals to Danny King.

16. On September 14, 2021, Clark County Probate Law Clerk Phillip Froehlich confirmed that Petitioners' Counsel misrepresented the Probate Commissioner's order, writing in an e-mail to both Danny and Petitioners' Counsel: "Per the Commissioner: At this point unless both parties agree to the Order submitted by Mr. [Danny] King which did not name Craig Hofman as Special Administrator this will go as a Report and Recommendation."

17. On September 17, 2017, Petitioners' Counsel submitted to the Clark County Court a "PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION", which, again, falsely alleged that the Probate Commissioner "authorizes Petitioner Craig Hofman to proceed with the sale, including signing any and all documents necessary to effectuate the sale on behalf of the [Jeff's Nevada] Estate, and deliver proper title to Buyer on behalf of all owners including the Estate."

CONCLUSIONS OF LAW

Based on the above findings:

It is hereby RECOMMENDED that the Court enter an ORDER that:

1. Thee appraisals of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

> LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN

THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(the "Property") must be obtained;

2. The Property is to be sold.

3. The Estate is to be paid 25% of the net proceeds of the sale.

4. That all applicable notice periods are waived.

Dated this 28 day of ~~September~~ October, 2021.

PROBATE COMMISSIONER

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of:	CASE NO: P-19-100680-E
Martin King, Deceased	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Granting was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/10/2022

Anthony Barney	anthony@anthonybarney.com
Zachary Holyoak	zach@anthonybarney.com
Sherri Mong	smong@maclaw.com
Tabetha Martinez	tmartinez@maclaw.com
Jessica Madsen	jmadsen@maclaw.com

Electronically Filed
1/11/2022 11:03 AM
Steven D. Grierson
CLERK OF THE COURT

Marquis Aurbach Coffing
Tye S. Hanseen, Esq.
Nevada Bar No. 10365
Tabetha Martinez, Esq.
Nevada Bar No. 14237
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
thanseen@maclaw.com
tmartinez@maclaw.com
Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

NOTICE OF ENTRY OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY

Please take notice that an Order Granting Objection to Report and Recommendation and Ordering Paul Daniel King to Execute Any and All Documents Needed to Facilitate the Sale of the Property was entered in the above-captioned matter on the 10th day of January, 2022, a copy of which is attached hereto.

Dated this 11th day of January, 2022.

MARQUIS AURBACH COFFING

By: */s/ Tabetha A. Martinez*
Tye S. Hanseen, Esq.
Nevada Bar No. 10365
Tabetha Martinez, Esq.
Nevada Bar No. 14237
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Petitioners

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF ENTRY OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 11th day of January, 2022. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:[1]

I further certify that I served a copy of this document by email and mailing a true and correct copy thereof, postage prepaid, addressed to:

Paul Daniel King
3520 Stanford Avenue
Dallas, TX 75225
Email: pdannyking@gmail.com

/s/ Jessica Madsen
An employee of Marquis Aurbach Coffing

[1] Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

Electronically Filed
01/10/2022 4:47 PM
CLERK OF THE COURT

Marquis Aurbach Coffing
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Tabetha Martinez, Esq.
Nevada Bar No. 14237
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
tcoffing@maclaw.com
tmartinez@maclaw.com
Attorneys for Petitioners

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY

The Court, having reviewed Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King's Objection to Report and Recommendation and all papers filed in support thereof and in opposition thereto; having considered the arguments of the parties at the hearings held on December 16, 2021 and January 6, 2021, and good cause appearing, hereby finds as follows:

1. Good cause exists to grant Petitioners' Objection to the Report and Recommendation.

2. The proposed sale of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

> LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS,

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

PAGE 7, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(the "Property") meets with the requirements of the Tenancy in Common Agreement entered into by the parties, and is hereby approved and the sale is ORDERED to proceed;

3. That the sale of the Property is in the best interest of the Estate;

4. That there are no objections being made by the Deceased's ex-spouse, Ellen King, as to any right of first refusal she may have as to the Property or as to the sale of the Property;

5. That the objections raised by Paul Daniel King in his briefing and during oral argument at the time of the hearings, including, but not limited to, the scrivener's error in the Tenancy in Common Agreement as to the address of the Property, the potential for objection by Ellen King, and need for Ellen King to execute documents to finalize the sale, are without merit and/or can be resolved through the title company;

6. That based on the foregoing, Paul Daniel King, as Personal Representative of the Estate, must promptly, and without further delay, cooperate with the sale of the Property and execute any and all documents necessary to convey the Property, including accepting any conveyance of Ellen King, if necessary.

/ / /

/ / /

/ / /

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Based on the foregoing, IT IS HEREBY ORDERED that the sale of the Property proceed;

IT IS FURTHER HEREBY ORDERED that Paul Daniel King, as Personal Representative of the Estate, must promptly, and without further delay, cooperate with the sale of the Property and sign any documents necessary to convey the Property, including accepting a conveyance of Ellen King, if necessary.

IT IS SO ORDERED.

Dated this 10th day of January, 2022

DISTRICT COURT JUDGE

1F9 E35 8C10 3A60
Gloria Sturman
District Court Judge

Respectfully submitted this 10th day of January, 2022.

MARQUIS AURBACH COFFING

By*:/s/ Tabetha Martinez*
Terry A. Coffing, Esq.
Nevada Bar No. 4949
Tabetha Martinez, Esq.
Nevada Bar No. 14237
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorneys for Petitioners

MARQUIS AURBACH COFFING
10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

Electronically Filed
11/1/2021 9:35 AM
Steven D. Grierson
CLERK OF THE COURT

Paul Daniel King
Personal Representative, Martin Jeffrey King Estate
pdannyking@gmail.com

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION

Appearances: Terry A. Coffing, Esq.
On behalf of Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King

Paul Daniel King
Personal Representative of the Estate

Hearings were held on Petitioners' Petition for Order Requiring Sale on August 13, 2021 and August 20, 2021. After considering the pleadings and papers filed in this matter, having reviewed the points and authorities, having heard oral argument, and good cause appearing therefore, the Probate Commissioner finds and recommends as follows:

FINDINGS OF FACT

1. Petitioners entered into a Tenancy in Common Agreement (the "Agreement") with decedent Martin Jeffrey King ("Jeff King") to purchase a property located at 2220 Village Walk Drive, Unit 3306, Henderson, Nevada 89052 (the "Property") in 2005.

2. Pursuant to the terms of the Agreement, ownership of the Property was divided as follows: Petitioner Craig Hofman: 50%; Petitioners Alfred S. King and Janet L. King, 25%; Jeff King: 25%.

3. The Agreement contained a Right of First Refusal provision, requiring that any co-

tenant wishing to sell any part of their interest first make a written offer to sell to the remaining owners.

4. In the event the remaining owners did not wish to purchase the co-tenant's interest, the Forced Sale provision of the Agreement allowed any co-tenant to force the sale of the Property.

5. In the event that the co-tenants did not agree upon the appraised value of the Property, the Forced Sale provision of the Agreement mandated for the co-tenants to obtain three appraisals of the Property performed by three different local Nevada real estate appraisers specializing in residential property, and that appraised value would be the average of the value of the three appraisals.

6. Martin Jeffrey King passed away in 2017, and the instant probate action was opened in September 2019 in the Clark County Eighth Judicial District Court, Case No. P19-100680-E.

7. Paul Daniel King ("Danny King") obtained Letters Testamentary for the Martin Jeffrey King Estate ("the Estate") on February 23, 2021, and is serving as the personal representative for the Estate.

8. In March of 2021, Petitioner Craig Hofman offered his 50% interest in the Property to the remaining co-tenants, Alfred S. King ("Sam King") and Janet L. King, and Danny King, as required by the Agreement.

9. In March of 2021, Petitioner Sam King forwarded a Property listing agreement with Berkshire Hathaway for Danny King and requested for Danny King to sign it. Danny King wasn't previously consulted on the listing price or any of the agreement's conditions, and Danny King hadn't agreed upon an appraised value for the Property. Danny King requested for time to review and correct the listing agreement in order to comply with his duties as the Estate's personal representative. Danny King also requested for appraisals for the Property. The Petitioners were unresponsive to that request.

10. In May of 2021, the Petitioners canceled the proposed listing agreement with Berkshire Hathaway and instead signed a listing agreement with Luxury Homes of Las Vegas. Danny King wasn't included on the listing agreement, wasn't consulted on the listing price or any of the agreement's conditions, and hadn't agreed upon an appraised value for the Property.

11. In June of 2021, Petitioner Sam King informed Danny King that the Petitioners received an offer for the Property. The Petitioners subsequently accepted the offer without Danny King's consent.

12. On August 20, 2021, a hearing was held on Petitioners' Petition for Order Requiring Sale. During that hearing, Petitioners requested that the Probate Commissioner approve the aforementioned sale and order that Petitioner Craig Hofman be named special administrator of the Estate on the grounds that Danny King was not a Nevada resident. Danny King requested for the Probate Commissioner to order that three appraisals had to be obtained prior to any Property sale. The Probate Commissioner denied Petitioners' request to order for Craig Hofman to be named the Estate's special administrator; confirmed that Danny King was to continue to represent the Estate; ordered for the co-tenants to obtain the three Property appraisals that Danny King requested, as per the Agreement; ordered for the property to be sold once the appraisals were obtained; and ordered for Petitioners' Counsel to write a report outlining the results of the hearing.

13. On September 9, 2021, Sam's Counsel submitted to the Clark County Court an "ORDER GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING SALE." In it, Petitioners' Counsel falsely alleged that, during the August 20, 2021 hearing, the Probate Commissioner ordered that "Petitioner Craig Hofman is permitted to act as a special administrator of the estate for the limited purpose of facilitating the sale of the Property described herein, and may sign any documents necessary to facilitate the sale of the Property."

14. On September 10, 2021, Danny submitted to Clark County Court an "ORDER

GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING SALE". In it, Danny King declared that the Probate Commissioner during the August 20, 2021 hearing only ordered that the co-tenants obtain three Property appraisals and that the Property was to be sold once the three appraisals were obtained.

15. On September 13, 2021, Petitioners' Counsel forwarded three Property appraisals to Danny King.

16. On September 14, 2021, Clark County Probate Law Clerk Phillip Froehlich confirmed that Petitioners' Counsel misrepresented the Probate Commissioner's order, writing in an e-mail to both Danny and Petitioners' Counsel: "Per the Commissioner: At this point unless both parties agree to the Order submitted by Mr. [Danny] King which did not name Craig Hofman as Special Administrator this will go as a Report and Recommendation."

17. On September 17, 2017, Petitioners' Counsel submitted to the Clark County Court a "PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION", which, again, falsely alleged that the Probate Commissioner "authorizes Petitioner Craig Hofman to proceed with the sale, including signing any and all documents necessary to effectuate the sale on behalf of the [Jeff's Nevada] Estate, and deliver proper title to Buyer on behalf of all owners including the Estate."

CONCLUSIONS OF LAW

Based on the above findings:

It is hereby RECOMMENDED that the Court enter an ORDER that:

1. Thee appraisals of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

> LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN

THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(the "Property") must be obtained;

2. The Property is to be sold.

3. The Estate is to be paid 25% of the net proceeds of the sale.

4. That all applicable notice periods are waived.

Dated this 28 day of ~~September~~ October, 2021.

PROBATE COMMISSIONER

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of:	CASE NO: P-19-100680-E
Martin King, Deceased	DEPT. NO. Department 26

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order Granting was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/10/2022

Anthony Barney	anthony@anthonybarney.com
Zachary Holyoak	zach@anthonybarney.com
Sherri Mong	smong@maclaw.com
Tabetha Martinez	tmartinez@maclaw.com
Jessica Madsen	jmadsen@maclaw.com

Electronically Filed
11/1/2021 9:35 AM
Steven D. Grierson
CLERK OF THE COURT

Paul Daniel King
Personal Representative, Martin Jeffrey King Estate
pdannyking@gmail.com

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the Estate of: MARTIN JEFFREY KING, AKA JEFFREY KING, Deceased.	Case No.: P-19-100680-E Dept. No.: 26

PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION

Appearances: Terry A. Coffing, Esq.
On behalf of Petitioners Craig Hofman, Hof's Hut Restaurants, Inc., Alfred S. King, and Janet L. King

Paul Daniel King
Personal Representative of the Estate

Hearings were held on Petitioners' Petition for Order Requiring Sale on August 13, 2021 and August 20, 2021. After considering the pleadings and papers filed in this matter, having reviewed the points and authorities, having heard oral argument, and good cause appearing therefore, the Probate Commissioner finds and recommends as follows:

FINDINGS OF FACT

1. Petitioners entered into a Tenancy in Common Agreement (the "Agreement") with decedent Martin Jeffrey King ("Jeff King") to purchase a property located at 2220 Village Walk Drive, Unit 3306, Henderson, Nevada 89052 (the "Property") in 2005.

2. Pursuant to the terms of the Agreement, ownership of the Property was divided as follows: Petitioner Craig Hofman: 50%; Petitioners Alfred S. King and Janet L. King, 25%; Jeff King: 25%.

3. The Agreement contained a Right of First Refusal provision, requiring that any co-

tenant wishing to sell any part of their interest first make a written offer to sell to the remaining owners.

4. In the event the remaining owners did not wish to purchase the co-tenant's interest, the Forced Sale provision of the Agreement allowed any co-tenant to force the sale of the Property.

5. In the event that the co-tenants did not agree upon the appraised value of the Property, the Forced Sale provision of the Agreement mandated for the co-tenants to obtain three appraisals of the Property performed by three different local Nevada real estate appraisers specializing in residential property, and that appraised value would be the average of the value of the three appraisals.

6. Martin Jeffrey King passed away in 2017, and the instant probate action was opened in September 2019 in the Clark County Eighth Judicial District Court, Case No. P19-100680-E.

7. Paul Daniel King ("Danny King") obtained Letters Testamentary for the Martin Jeffrey King Estate ("the Estate") on February 23, 2021, and is serving as the personal representative for the Estate.

8. In March of 2021, Petitioner Craig Hofman offered his 50% interest in the Property to the remaining co-tenants, Alfred S. King ("Sam King") and Janet L. King, and Danny King, as required by the Agreement.

9. In March of 2021, Petitioner Sam King forwarded a Property listing agreement with Berkshire Hathaway for Danny King and requested for Danny King to sign it. Danny King wasn't previously consulted on the listing price or any of the agreement's conditions, and Danny King hadn't agreed upon an appraised value for the Property. Danny King requested for time to review and correct the listing agreement in order to comply with his duties as the Estate's personal representative. Danny King also requested for appraisals for the Property. The Petitioners were unresponsive to that request.

10. In May of 2021, the Petitioners canceled the proposed listing agreement with Berkshire Hathaway and instead signed a listing agreement with Luxury Homes of Las Vegas. Danny King wasn't included on the listing agreement, wasn't consulted on the listing price or any of the agreement's conditions, and hadn't agreed upon an appraised value for the Property.

11. In June of 2021, Petitioner Sam King informed Danny King that the Petitioners received an offer for the Property. The Petitioners subsequently accepted the offer without Danny King's consent.

12. On August 20, 2021, a hearing was held on Petitioners' Petition for Order Requiring Sale. During that hearing, Petitioners requested that the Probate Commissioner approve the aforementioned sale and order that Petitioner Craig Hofman be named special administrator of the Estate on the grounds that Danny King was not a Nevada resident. Danny King requested for the Probate Commissioner to order that three appraisals had to be obtained prior to any Property sale. The Probate Commissioner denied Petitioners' request to order for Craig Hofman to be named the Estate's special administrator; confirmed that Danny King was to continue to represent the Estate; ordered for the co-tenants to obtain the three Property appraisals that Danny King requested, as per the Agreement; ordered for the property to be sold once the appraisals were obtained; and ordered for Petitioners' Counsel to write a report outlining the results of the hearing.

13. On September 9, 2021, Sam's Counsel submitted to the Clark County Court an "ORDER GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING SALE." In it, Petitioners' Counsel falsely alleged that, during the August 20, 2021 hearing, the Probate Commissioner ordered that "Petitioner Craig Hofman is permitted to act as a special administrator of the estate for the limited purpose of facilitating the sale of the Property described herein, and may sign any documents necessary to facilitate the sale of the Property."

14. On September 10, 2021, Danny submitted to Clark County Court an "ORDER

GRANTING IN PART AND DENYING IN PART PETITION FOR ORDER REQUIRING SALE". In it, Danny King declared that the Probate Commissioner during the August 20, 2021 hearing only ordered that the co-tenants obtain three Property appraisals and that the Property was to be sold once the three appraisals were obtained.

15. On September 13, 2021, Petitioners' Counsel forwarded three Property appraisals to Danny King.

16. On September 14, 2021, Clark County Probate Law Clerk Phillip Froehlich confirmed that Petitioners' Counsel misrepresented the Probate Commissioner's order, writing in an e-mail to both Danny and Petitioners' Counsel: "Per the Commissioner: At this point unless both parties agree to the Order submitted by Mr. [Danny] King which did not name Craig Hofman as Special Administrator this will go as a Report and Recommendation."

17. On September 17, 2017, Petitioners' Counsel submitted to the Clark County Court a "PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION", which, again, falsely alleged that the Probate Commissioner "authorizes Petitioner Craig Hofman to proceed with the sale, including signing any and all documents necessary to effectuate the sale on behalf of the [Jeff's Nevada] Estate, and deliver proper title to Buyer on behalf of all owners including the Estate."

CONCLUSIONS OF LAW

Based on the above findings:

It is hereby RECOMMENDED that the Court enter an ORDER that:

1. Thee appraisals of the real property with APN of 178-19-611-076, also known as 2220 Village Walk Drive, #3306, Henderson, Nevada 89052, and more particularly described as:

> LIVING UNIT 3306, IN BUILDING 3 AS SHOWN ON THE FINAL MAP OF THE DISTRICT AT GREEN VALLEY RANCH, A CONDOMINIUM SUBDIVISION AND COMMON INTEREST COMMUNITY, ON FILE IN BOOK 119 OF PLATS, PAGE 7, IN

THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(the "Property") must be obtained;

2. The Property is to be sold.

3. The Estate is to be paid 25% of the net proceeds of the sale.

4. That all applicable notice periods are waived.

Dated this 28 day of ~~September~~ October, 2021.

PROBATE COMMISSIONER

DISTRICT COURT
CLARK COUNTY, NEVADA

Probate - Summary Administration | **COURT MINUTES** | **October 18, 2019**

P-19-100680-E In the Matter of:
Martin King, Deceased

October 18, 2019 **9:30 AM** **Petition - HM**

HEARD BY: Yamashita, Wesley **COURTROOM:** RJC Courtroom 14D

COURT CLERK: Sharon Chun

RECORDER:

REPORTER:

PARTIES PRESENT:

Cunningham, Richard T, ESQ	Attorney
King, Alfred Samuel	Petitioner
Roland, Harriet H	Attorney

JOURNAL ENTRIES

- Petition for Probate of Will, Appointment of Personal Representative, for Issuance of Letters Testamentary and for Summary Administration of Estate

Mr. Cunningham stated that a set-aside is suggested. The value is one-fourth interest of the property which equals $25,000.00. He also advised Mr. King died in CA and this is the only asset in NV.

Ms. Roland advised there are other tenants in common which would be compromised and there are creditor claims.

COMMISSIONER RECOMMENDED, PETITION PLACED ON HOLD. It will be review after the Petition for Set-Aside is heard. Mr. Cunningham confirmed he will file a Petition for Set-Aside.

DISTRICT COURT

CLARK COUNTY, NEVADA

Probate - Summary Administration	**COURT MINUTES**	**September 04, 2020**

P-19-100680-E In the Matter of:
Martin King, Deceased

September 04, 2020 **9:45 AM** **Petition - HM**

HEARD BY: Yamashita, Wesley **COURTROOM:** RJC Courtroom 14D

COURT CLERK: Jill Chambers

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Counsel appearing remotely via Bluejeans.

Court noted there was an objection filed 9/3/20 and inquired if the property in Nevada was the only asset in the trust with everything else to be determined in California. Mr. Cunningham confirmed that the property was the only asset in Nevada and stated that he did not object to the sale of the property. Ms. Roland argued as to the previous petition that was denied and requested the she be allowed to renew the petition. Mr. Cunningham stated there was another estate located in Washington that would require another set aside motion to be filed on his client's behalf. Commissioner RECOMMENDED reviving the prior Petition to Set Aside in the alternative to be the executor unless parties can resolve the issue and CONTINUED MATTER.

10/9/20 PETITION TO SET ASIDE

DISTRICT COURT

CLARK COUNTY, NEVADA

Probate - Summary Administration | **COURT MINUTES** | **October 09, 2020**

P-19-100680-E In the Matter of:
Martin King, Deceased

October 09, 2020 **3:00 AM** **Petition - HM**

HEARD BY: Yamashita, Wesley **COURTROOM:** Chambers

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Prior to the time set for hearing, COMMISSIONER RECOMMENDED, matter taken OFF CALENDAR.

DISTRICT COURT

CLARK COUNTY, NEVADA

Probate - Summary Administration	**COURT MINUTES**	**October 16, 2020**

P-19-100680-E In the Matter of:
Martin King, Deceased

October 16, 2020 **9:45 AM** **Petition - HM**

HEARD BY: Yamashita, Wesley **COURTROOM:** RJC Courtroom 14D

COURT CLERK: Jill Chambers

RECORDER:

REPORTER:

PARTIES PRESENT:
Cunningham, Richard T, ESQ Attorney
Roland, Harriet H Attorney

JOURNAL ENTRIES

- Colloquy regarding California and Alaska trusts. Commissioner noted that it appeared that Alfred King has a conflict with acting as the Administrator with issues of the ownership interest in these partnerships and the lands and rights to buy in by the succeeding partners and doesn't see that he can represent both sides.

Argument by counsel. COMMISSIONER RECOMMENDED Alfred King to be REMOVED as Administrator and Paul King APPOINTED as Administrator adding that he would have letters testamentary. Mr. Cunningham to prepare a Report and Recommendation.

DISTRICT COURT

CLARK COUNTY, NEVADA

Probate - Summary Administration | **COURT MINUTES** | **February 04, 2021**

P-19-100680-E In the Matter of:
Martin King, Deceased

February 04, 2021 **10:30 AM** **Objection - Probate**

HEARD BY: Sturman, Gloria **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Louisa Garcia

RECORDER: Kerry Esparza

REPORTER:

PARTIES PRESENT:

Barney, Anthony L.	Attorney
Cunningham, Richard T, ESQ	Attorney
Roland, Harriet H	Attorney

JOURNAL ENTRIES

- Court advised it was its understanding the Commissioner looked at the circumstances and appointed one of the surviving children; the other child did not want to serve. Following arguments by counsel regarding objection to Commissioner s Report and Recommendation (R&R) whether Commissioner deviated from the decedent s expressed intent, COURT ORDERED, Objection DENIED. Court advised the Commissioner properly exercised its discretion when he found a conflict existed at the time of the hearing based on all the evidence he had before him and in addition to everything else said in the
R&R. The Commissioner took into account other facts contained in the supplemental information provide to him and based his decision on everything he had before him at that time he entered his order. Court agreed the existing tenants in common is not sufficient and the R&R should be amended as to findings in Paragraph III, IV and V, as additional information has been provided in interim. Mr. Cunningham to prepare the Order.

DISTRICT COURT

CLARK COUNTY, NEVADA

Probate - Summary Administration	**COURT MINUTES**	**July 23, 2021**

P-19-100680-E	In the Matter of: Martin King, Deceased

July 23, 2021 **3:00 AM** **Petition - HM**

HEARD BY: Yamashita, Wesley **COURTROOM:** Chambers

COURT CLERK: Nylasia Packer

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

- Matter being on Approved List and there being no objection, COMMISSIONER RECOMMENDED, Petition APPROVED.

DISTRICT COURT

CLARK COUNTY, NEVADA

Probate - Summary Administration	**COURT MINUTES**	**August 20, 2021**

P-19-100680-E In the Matter of:
Martin King, Deceased

August 20, 2021	**9:45 AM**	**Petition - HM**	**Petition for Order Requiring Sale**

HEARD BY: Yamashita, Wesley **COURTROOM:** Phoenix Building 11th Floor 110

COURT CLERK: Jill Chambers
Jennifer Lott

RECORDER:

REPORTER:

PARTIES PRESENT:

Coffing, Terry A.	Attorney
King, Alfred S	Petitioner
King, Alfred Samuel	Petitioner

JOURNAL ENTRIES

- Mr. Coffing stated the Estate needs representation of counsel, Mr. King is not a resident in the State of Nevada, and is therefore not qualified to serve as personal representative. Commissioner gave Mr. King time to contact an attorney, Mr. Coffing was in contact with an attorney, but he chose not to go forward based on his discussions with Mr. King. Mr. Coffing requested the Court not consider anything from Mr. King at this time, and address the pleadings that were properly filed. Upon Commissioner's inquiry, Mr. King has been issued letters. If Mr. King was duly appointed by direction of a Will, Commissioner stated Mr. King doesn't need to be a resident of Nevada.

Commissioner stated there is no reason for a continuance, and what is going on in California is not applicable here. Commissioner will determine whether or not pursuant to this agreement there is a requirement of sale, and what are the prerequisites to facilitate said sale. Commissioner addressed

counsel regarding the Statute. Argument by Mr. King. Argument by Mr. Coffing. Commissioner stated Mr. King must have good faith reasons for what he is doing. If there is a disagreement on the appraisals, Commissioner stated the next step is to obtain appraisals from three different local real estate Appraisers specializing in residential property (appraisals shall equal their value). Mr. King is in the process of trying to get an appraisal. Mr. Coffing requested the appraisal within the last twelve months suffice. Opposition by Mr. King. Commissioner stated to enforce the Contract, the steps have not been complied with. Commissioner reviewed the steps in the Agreement. Mr. Coffing requested if the appraisals come in less than the sale price, to bring the issues before the Commissioner on an expedited basis. Commissioner agreed. Commissioner WAIVED the Notice. Mr. Coffing requested a Report and Recommendation, and Mr. King to approve as to form and content.

CLERK'S NOTE: Minute Order created from JAVS on 10-8-2021. J. Lott

EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE

NOTICE OF DEFICIENCY

ON APPEAL TO NEVADA SUPREME COURT

PAUL DANIEL KING
3520 STANFORD AVE.
DALLAS, TX 75225

DATE: February 15, 2022
CASE: P-19-100680-E

RE CASE: In the Matter of: MARTIN KING, deceased

NOTICE OF APPEAL FILED: February 10, 2022

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

☒ $250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
- If the $250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.

☒ $24 – District Court Filing Fee (Make Check Payable to the District Court)**

☒ $500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
- NRAP 7: Bond For Costs On Appeal in Civil Cases
- *Previously paid Bonds are not transferable between appeals without an order of the District Court.*

☐ Case Appeal Statement
- NRAP 3 (a)(1), Form 2

☐ Order

☒ Notice of Entry of Order *for Report and Recommendation filed 11/1/2021*

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada
County of Clark } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

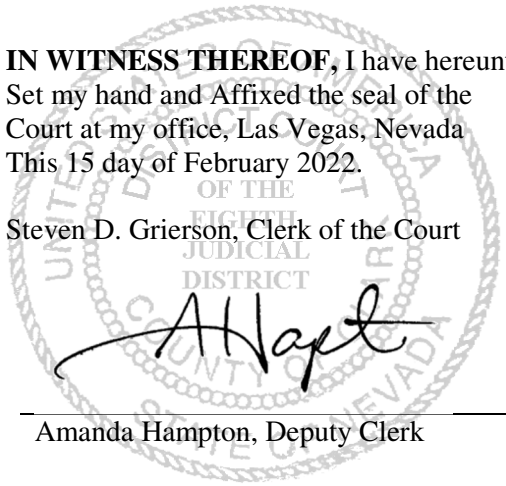
APPEAL OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDER FOR PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY; NOTICE OF ENTRY OF ORDER GRANTING OBJECTION TO REPORT AND RECOMMENDATION AND ORDERING PAUL DANIEL KING TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO FACILITATE THE SALE OF THE PROPERTY; PROBATE COMMISSIONER'S REPORT AND RECOMMENDATION; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

In the Matter of: MARTIN KING, Deceased.	Case No: P-19-100680-E Dept No: XXVI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 15 day of February 2022.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk

EIGHTH JUDICIAL DISTRICT COURT
CLERK OF THE COURT
REGIONAL JUSTICE CENTER
200 LEWIS AVENUE, 3rd Fl.
LAS VEGAS, NEVADA 89155-1160
(702) 671-4554

Steven D. Grierson
Clerk of the Court

Anntoinette Naumec-Miller
Court Division Administrator

February 15, 2022

Elizabeth A. Brown
Clerk of the Court
201 South Carson Street, Suite 201
Carson City, Nevada 89701-4702

RE: In the Matter of: MARTIN KING, deceased
D.C. CASE: P-19-100680-E

Dear Ms. Brown:

Please find enclosed a Notice of Appeal packet, filed February 10, 2022. Due to extenuating circumstances minutes from the date(s) listed below have not been included:

December 21, 2021 January 6, 2022

We do not currently have a time frame for when these minutes will be available.

If you have any questions regarding this matter, please contact me at (702) 671-0512.

Sincerely,
STEVEN D. GRIERSON, CLERK OF THE COURT

/s/ Amanda Hampton
Amanda Hampton, Deputy Clerk