



COMMERCIAL REAL ESTATE PURCHASE CONTRACT ABSTRACT

The following terms and conditions shall apply and are incorporated into the attached Commercial Real Estate Purchase Contract (the "REPC").

Reference Date 10/19/2021

BUYER Blue Speed (Jatinder Gill) 2372 Walnut Ave., Livingston, CA 95334
With notices to:

SELLER GILLIES LLC 3067 Palace Gate Ct. Las Vegas, NV 89117
With notices to:

PROPERTY Land (.99 AC)
Address 3235 N Martin Luther King Blvd., N Las Vegas, NV 89032
City, State, Zip North Las Vegas, NV 89032
Tax ID Number 139-09-401-012
Legal Description PARCEL MAP FILE 117 PAGE 73 Book Page: 117 73 Lot Block: Lot:A Block: T-R-S: 20-61-9

Included Items Construction Plans, Civil Plans, Soil Report & Site Survey Plan

Excluded Items _____
Unless specifically excluded above, all improvements, easements, fixtures, water rights, water shares, rights-of-way and other appurtenances to the Property shall be deemed included in the sale of the Property.

PURCHASE PRICE \$1,100,000.00

Earnest Money Deposit \$50,000.00
New Loan \$0.00
Loan Assumption \$0.00
Seller Financing \$0.00
Other \$0.00
Cash Balance \$1,050,000.00
Purchase Price (Total) \$1,100,000.00

Held by Title Company Broker Other

Fidelity National Title Group
Escrow Officer: Kelli Smith
8363 W Sunset Rd Suite 100
Las Vegas, NV 89113

DEADLINES
Offer Acceptance Deadline 10/22/2021
Seller Disclosure Deadline 15 days from mutual execution of REPC
Due Diligence Deadline 45 days from mutual execution of REPC
Financing Deadline N/A
Settlement Deadline 12/10/2021

DEED General Warranty Deed Special Warranty Deed Other _____
 Grant Bargain and Sale Deed

Title Company Fidelity National Title Group
Address 8363 W Sunset Rd Suite 100 Las Vegas, NV 89113

Buyer's Brokerage Brokers Commercial Vegas dba NAI Vegas License No. B.1001879.LLC
Buyer's Agent Dhanminder K Dhaliwal License No. S.0065105

Seller's Brokerage N/A License No. _____
Seller's Agent N/A License No. _____



COMMERCIAL REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

1. **Incorporation of Terms.** Each of the terms and conditions which are contained in the Commercial Real Estate Purchase Contract Abstract (the "Abstract") are hereby incorporated herein by this reference as if fully set forth herein.
2. **The Property.** The Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase from the Seller all of the real property, including all improvements, easements, fixtures, water rights, water shares, rights-of-way and other appurtenances benefitting the Property, if any, unless expressly excluded herein, which is included in the Property Description set forth in the Abstract
 - 2.1. **Included Items:** Unless excluded herein, this sale includes all fixtures presently attached to the Property that are the property of the Seller. The personal property listed in the Abstract as Included Items shall also be included in this sale and conveyed under separate Bill of Sale from the Seller to the Buyer at Closing, as defined herein.
 - 2.2. **Excluded Items.** The items listed in the Abstract as Excluded Items are expressly excluded from the sale and shall be retained by the Seller. In addition, the personal property of any Tenant or Vendor shall be excluded from the purchase.
3. **Purchase Price.** The Purchase Price for the Property and all included items shall be the amount set forth as the Purchase Price in the Abstract attached hereto. Said Purchase Price shall be paid in cleared funds or through financing as described in the Abstract. Except as expressly provided in the Abstract, the Seller shall be under no obligation whatsoever to provide financing for any portion of the Purchase Price and the Seller shall not be required to accept any specific Seller Financing or Loan Assumption Terms except as otherwise agreed to in writing. The Earnest Money Deposit shall be delivered to the Title Company or Brokerage indicated in the Abstract no later than five (5) Business Days after Acceptance of the REPC and deposited in the Real Estate Trust Account as required by state law.
4. **Escrow.** Upon the execution hereof, an escrow shall be opened with the Title Company named in the Abstract, or such other title company as mutually agreed to by the Parties hereto. All necessary documents shall be delivered to the Title Company as Escrow and all payments required hereunder shall be made to said Escrow. Unless otherwise provided for herein, this REPC shall constitute the instructions to Escrow. In the event Escrow utilizes its own standard pre-printed escrow instructions ("Escrow Instructions") the Parties shall promptly execute the same after preparation. The Parties expressly acknowledge that the Escrow Instructions shall not supersede, modify or amend any of the terms of this REPC, and in the event of any conflict or ambiguity between any of the terms of this REPC and those of the Escrow Instructions, the terms of this REPC shall in all instances govern and control. Notwithstanding the preceding sentence, the failure of any Party to execute the Escrow Instructions shall not invalidate this REPC or affect the duties, obligations or responsibilities of the Parties hereunder.
5. **Release of Deposits.** The Earnest Money Deposit shall be held by the Title Company or Broker trust account indicated in the Abstract and shall be applied toward the Purchase Price at Closing as defined herein. Except as otherwise provided for in this REPC, the Buyer shall be deemed to have waived its Due Diligence Conditions, as described herein, at the Due Diligence Deadline and the Financing Conditions shall be deemed to have been waived upon the expiration of Financing Deadline, at which time the earnest money shall become nonrefundable to the Buyer. Notwithstanding any provision herein or in the law to the contrary, the Escrow shall not release or disburse any portion of the Earnest Money Deposit to any person except as provided by (i) a settlement or closing statement executed by both Buyer and Seller for the Closing; (ii) one or more notices to Escrow executed by both Buyer and Seller; (iii) the order of a court exercising jurisdiction over the parties or the deposit, or (iv) pursuant to the Default provisions of this REPC.
6. **Settlement and Closing.** Settlement shall take place on the Settlement Deadline referenced in the Abstract, or on another date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when ALL of the following have been completed:
 - 6.1. **Documents.** Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this REPC, by the lender, by written escrow instructions or by applicable law.
 - 6.2. **Buyer Funds.** Any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds.

- 6.3. Seller Funds. Any monies required to be paid by Seller under this REPC or in the Escrow Instruction have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds.
- 6.4. Closing Costs. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process.
- 6.5. Taxes. Property taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as customary in the county and state where the Property is located.
- 6.6. Tenant Funds. Tenant deposits, if any, including, but not limited to, security deposits and prepaid rents, shall be paid or credited by Seller to Buyer at Settlement.
- 6.7. Other Prorations. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in the Abstract, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement.
- 6.8. Closing. For purposes of this REPC, "Closing" means that: (i) Settlement has been completed; (ii) the proceeds of any new loan have been delivered by the lender to Seller or to the escrow/closing office; and (iii) the applicable Closing documents have been recorded in the office of the county recorder.
- 6.9. Form of Deed to Property. At the close of escrow, Seller shall transfer clear and marketable title in the Property to the Buyer by way of the type of conveyance identified in the Abstract. Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the Parties hereto that the acceptance of the delivery of the Deed at the time of the Closing hereunder shall constitute full compliance by the Seller with the terms of this REPC.
- 6.10. Other Deliveries. Additionally, at Closing the Seller shall deliver or cause to be delivered, all of the following that apply:
- 6.10.1. Architectural Plans. An assignment of Seller's rights, if any, to any architectural drawings and site plans for the Property and blue-line copies of such drawings and plans (to the extent in Seller's possession)
- 6.10.2. Assignment of Contracts. Duly executed and acknowledged Assignment of Contracts assigning and conveying to Buyer the Seller's interest in, to and under the assignable Contracts and containing an indemnity by Seller in favor of Buyer for Claims related to periods prior to the Closing and (if such contracts are assumed by Buyer) containing an indemnity by Buyer in favor of Seller related to the period after the Closing, together with original executed counterparts of contracts affecting or relating to the Property or any transferred interest, to the extent Seller or its agents have such original executed counterparts in their possession as of the Closing date.
- 6.10.3. Assignment of Leases & Security Deposits. Duly executed, acknowledged and recordable Assignment of Leases assigning and conveying to the Buyer the Landlord's interest in, to and under any existing leases and Security Deposits and containing an indemnity by Seller in favor of Buyer for claims by tenants arising prior to the Closing, and an indemnity by Buyer in favor of Seller for claims by tenants arising after the Closing, together with original executed counterparts of leases affecting or relating to the Property or any transferred interest, to the extent Seller or its agents have such original executed counterparts in their possession as of the Closing date.
- 6.10.4. Estoppel Certificates. Estoppel certificates from all existing commercial tenants, concessionaires and licensees upon the Property, if any, in form and content acceptable to Buyer and dated no earlier than 30 days prior to Closing (but excluding individual tenant leases). In the event Seller is unable to provide all estoppel certificates as described above, then Buyer may either cancel the contract and receive a full refund of all Earnest Money or may waive the requirement and proceed to Closing in the sole discretion of the Buyer.
- 6.10.5. Bill of Sale. Duly executed and acknowledged Bill of Sale conveying to Buyer good and marketable title to the personal property (and to all improvements to the extent they could be determined to be personal property), free of all liens, security interests and encumbrances, together with all use/maintenance manuals, logs and other documents relating thereto.
- 6.10.6. Water Conveyance. Transfer of Water rights or water shares by deed or legal instrument.
- 6.10.7. Keys and Records. All of the keys to any doors or locks on the Property and original tenant file and other books and records relating to the Property in Seller's possession.
7. Possession. Seller shall deliver physical possession of the Property to the Buyer within twenty-four (24) hours following Closing or at such other date and time as agreed to in writing between the Parties.

8. Confirmation of Broker Fees & Agency Disclosure. Buyer and Seller acknowledge prior receipt of written agency disclosure provided by their respective Buyer's Agent or Seller's Agent that has disclosed the agency relationships that are confirmed as described in the Abstract. Buyer and Seller further acknowledge that Brokerage Fees are due as a result of this transaction.

9. Vesting Title & Title Insurance. The Seller hereby represents and warrants that the Seller has fee simple title to the Property and will convey good and marketable title to Buyer at Closing by way of a deed as described in the Abstract, free of encumbrances. At Settlement, the Seller agrees to provide a standard-coverage owner's policy of title insurance insuring title to the Buyer in the amount of the Purchase Price as described in the Abstract. Buyer, at its sole option, cost, and expense, may elect to obtain additional coverage or other specific endorsements such as an ALTA Extended policy. The Buyer may elect to obtain an extended policy or additional endorsements at the sole cost of the Buyer. However, the Buyer's inability to obtain such extended coverage on the Property shall not constitute a basis for the termination of this REPC by the Buyer.

10. Seller Disclosures. No later than the Seller Disclosure Deadline referenced in the Abstract, Seller shall provide to Buyer the following documents in the Seller's possession or control which are collectively referred to as the "Seller Disclosures."

10.1. Property Disclosure. A Seller property condition disclosure for the Property, signed and dated by Seller.

10.2. Title Commitment. A Commitment for Title Insurance on the Property.

10.3. Rent Roll. A copy of all leases/rental agreements in effect within or on the Property together with a current rent roll.

10.4. Operating Statement. Operating statements of the Property for the most recent three years and the current year to date.

10.5. Reports. Copies in Seller's possession, if any, of any studies and/or reports which have previously been done on the Property, including without limitation, environmental reports, soils studies, site plans, building plans, and surveys.

10.6. Violations. Written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations.

10.7. Service Contracts. Any vendor contracts or other agreements that are may be assumed by the Buyer related to the Property.

10.8. Included/Excluded Items. List of personal property and equipment included or excluded from the sale, if any.

10.9. Water. Evidence of any water rights or water shares included with the property, if any.

10.10. Summary of Claims. A notice and summary of any claims, demands, proceedings or litigation involving the Seller, the Property, the Seller's title to the Property or the Seller's ownership or rights in the Property, whether or not the same affects or could affect the Buyer or this transaction.

11. Due Diligence and Buyer's Right to Cancel. The Buyer shall have the right to terminate this REPC, for any reason in the Buyer's discretion, upon written notice of such termination to the Seller or the Seller's legal representative so long as said notice is received on or before the time and date identified as the Due Diligence Deadline in the Abstract (the "Due Diligence Deadline"). In the event the Buyer terminates this REPC on or before the Due Diligence Deadline, then this REPC shall terminate and, except for the indemnity provisions contained herein below, the Earnest Money shall be released to the Buyer, and neither Party shall be under any further obligation to the other.

11.1 Conditions of Buyer. The Buyer and Seller agree that this REPC and the obligation of the Buyer to proceed to Closing is specifically conditioned upon the Buyer's approval or waiver of the following "Due Diligence Conditions:"

- 11.1.1 The content of all Seller Disclosures required under the REPC.
- 11.1.2 An inspection of the physical condition of the Property.
- 11.1.3 A survey of the Property by a licensed surveyor.
- 11.1.4 Applicable federal, state and local laws, ordinances and regulations affecting the Property.
- 11.1.5 Applicable deed restrictions and covenants, conditions and restrictions affecting the Property.
- 11.1.6 The Property appraising for not less than the amount of the Purchase Price.
- 11.1.7 Any other tests or studies of the Property that are deemed necessary by the Buyer.

11.2 Waiver of Conditions. In the event that the Buyer does not complete the foregoing tests or reports prior to the Due Diligence Deadline and the Buyer does not elect to terminate this REPC, then said conditions shall be deemed expressly waived by Buyer. Unless otherwise provided in this REPC, these tests or reports shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Buyer shall conduct Buyer's Due Diligence in such manner as not to unreasonably disrupt the activities and business of Seller. Seller agrees to reasonably cooperate with Buyer's Due Diligence as described herein.

11.3 Due Diligence on Title. A copy of a preliminary title report or title commitment as described above shall be delivered to the Buyer on or before the Seller Disclosure Deadline. The Buyer shall be given until the Due Diligence Deadline to either object in writing to the items shown in the preliminary title report/title commitment or accept the same. If no written objection is provided by the Buyer on or before the Due Diligence Deadline, said silence shall constitute a waiver and an acceptance of any exception shown in Schedule B of the preliminary title report.

11.4 Financing Condition. If a new loan amount is indicated in the abstract, this purchase is specifically conditioned upon Buyer's approval of the terms and conditions of any mortgage or financing (the "Financing Conditions"). The Buyer shall have the right to terminate this REPC upon written notice to the Seller or the Seller's legal representative on or before the Financing Deadline in the Abstract (the "Financing Deadline"). In the event the Buyer terminates this REPC on or before the Due Financing Deadline, then this REPC shall terminate, the Earnest Money shall be released to the Buyer, and neither Party shall be under any further obligation to the other.

11.5 Due Diligence on Estoppels. Notwithstanding the Due Diligence and Financing Deadlines, the Buyer shall have three (3) calendar days after receipt of all estoppel certificates are delivered to the Buyer to disapprove in writing. Buyer may only disapprove an estoppel certificate and terminate this REPC, if the certificate reflects a material discrepancy relating to the economics of the transaction, or a previously undisclosed material breach of any lease. Upon such disapproval, Buyers entire deposit shall be returned, and the parties shall have no further obligations hereunder.

11.6 Duties of Buyer During Due Diligence. During the period prior to the Due Diligence Deadline (the "Due Diligence Period"), the Buyer, or any of its authorized designees, upon reasonable notice to the Seller, shall be given the right to enter the Property for the purposes of inspecting the Property and making, preparing, and obtaining any tests, surveys, inspections, or studies that may be reasonably necessary including, but not limited to, any drainage, percolation, soil tests and studies, and other environmental, or engineering tests or studies. After the completion of any entry onto the Property, the Buyer shall immediately thereafter return the Property to essentially the same condition existing prior to the Buyer's entry onto the Property. The Buyer further agrees to indemnify, pay, defend, and hold harmless the Seller for, from, and against any and all claims, actions, causes of action, damages and liabilities, death, personal injury or physical property damage, or mechanics' or materialman's liens, including attorney's fees and court costs, which result from or are in any way related to any entry upon, or any other inspections, testing or investigations undertaken by the Buyer, its agents, or designees. The expiration of the Due Diligence Period on the Due Diligence Deadline is automatic, unless specifically extended in writing by each of the parties hereto. The indemnification provisions of this Section shall survive Closing and/or the termination of this REPC.

11.7 Resolution of Objections. The Buyer shall have until the expiration of the Due Diligence Deadline to object to any matter disclosed within the Seller's Disclosures, Title Commitment, or any other inspection or testing upon which the Buyer's performance is conditioned as described above. Thereafter, the Seller shall have five days in which to resolve any objection raised by the Buyer. Thereafter, unless the Buyer's objections are all resolved by the Seller, the Buyer shall have the option to terminate this REPC under the same terms as within the Due Diligence Period and received a full refund of the Earnest Money Deposit or proceed to Closing in which case the Buyer shall be deemed to have waived such objection.

11.8 Condition of Property; No Warranties of Quality. The Buyer acknowledges that the Property is commercial or multi-family residential real property which may include vacant, unimproved, or agricultural land. The Buyer represents and warrants to the Seller that the Buyer has or will independently inspect and investigate the Property as well as all improvements thereon, and that the Buyer has entered into this REPC and/or chooses to proceed to Closing on the purchase of the Property based upon only the Buyer's inspection and investigation; and acknowledges that neither the Seller nor any of the Seller's employees, agents, or representatives have made any representations or warranties whatsoever, except as may be set forth in the Seller's Disclosures or otherwise set forth herein, specifically including but not limited to: (i) the physical condition of the Property (including, but not limited to, soils, geological conditions, environmental contamination, and availability of water); (ii) zoning affecting the Property, including but not limited to the particular zoning classification (or lack thereof) in connection with the Property; (iii) compliance of the Property (and any activities previously conducted thereon or with respect thereto) with any federal, state, or municipal laws, ordinances, or regulations relating to sale of subdivided lands; (iv) the suitability of the Property for Buyer's purposes; and/or (v) any access, or the ability to obtain any given access to the Property.

The Buyer acknowledges and agrees that it is acquiring the Property in their "AS IS" condition, and "WITH ALL FAULTS." Consistent with the foregoing and not in limitation thereof, Buyer acknowledges that the Seller shall not be responsible for any failure to investigate the Property on the part of Buyer or Seller, any real estate broker, sales agent or any other agent or employee of the Buyer or Seller, or any third party. Furthermore, Buyer specifically acknowledges any and all engineering data, feasibility or marketing reports, appraisals, soil reports, financial statements, or other information of any type which may be furnished to Buyer or its agents regarding the Property, including the Seller Disclosures, is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any warranty. The Buyer, in receiving any such documents or information, agrees that it will not attempt to assert any liability against Seller for furnishing such documents or information, and Buyer agrees to indemnify and hold Seller free and harmless from any and all such claims of liability.

12 Seller's Warranties and Representations. Buyer agrees to accept title to the Property subject to the contents of the preliminary title report or commitment for title as agreed to by Buyer. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, association fees and dues, utilities, and other services provided to the Property after Closing. Except for any loan(s) specifically assumed by Buyer hereunder, Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause all assessments to be paid current by Closing. If applicable, Seller shall pay any Real Property Transfer Tax. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by Seller.

Seller further warrants that, to the best of Seller's knowledge, each of the following statements is true: (a) the consummation of the transactions contemplated by this REPC will not constitute a default or result in the breach of any term or provision of any contract or agreement to which Seller is a Party so as to adversely affect the consummation of such transactions; (b) except as previously disclosed to the Buyer in writing, there is no action, suit, legal proceeding or other proceeding pending or threatened against Seller and/or the Property which may adversely affect the transactions contemplated by this REPC, in any court or before any arbitrator of any kind or before or by any governmental body which may adversely affect the transactions contemplated by this REPC; (c) all work which will be performed in, on or about the Property or materials furnished thereto which might in any circumstances give rise to a mechanic's or materialman's lien, will be paid and all necessary waivers of rights to a mechanic's or materialman's lien for such work will be obtained; (d) Seller has not received any written notice indicating that the Property is in violation of any Federal, State or local Environmental Law; (e) except as disclosed in writing to the Buyer prior to the Seller Disclosure Deadline, there are no Hazardous Substances on, under, or about the Property, nor has Seller undertaken, permitted, authorized or suffered, and will not undertake, permit, authorize or suffer the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Property, of any Hazardous Substances, or the transportation to or from the Property, of any Hazardous Substances. As used herein, "Hazardous Substance" shall mean any substance, material or matter that may give rise to liability under any Federal, State, or local Environmental Laws; and (f) Seller is not a "foreign person" as that term is defined in Section 1445 of the U.S. Internal Revenue Code of 1986, as amended. (In that regard, Seller shall deposit into Escrow, at or prior to Closing, an affidavit in such form as may be required by the U.S. Internal Revenue Service, setting forth Seller's full name, address and taxpayer identification number and stating under penalty of perjury that Seller is not a "foreign person" as so defined).

13 Final Inspection. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine only that the Property is "as represented," meaning that all items to be included as identified in the Abstract are in fact present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented herein, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer, escrow an amount at Settlement to provide for the same. The failure to conduct a final pre-closing inspection or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

14 Additional Terms. The Additional Terms as identified in the Abstract shall apply.

15 Changes Prior to Closing. Seller agrees that from the date upon which this REPC is executed until the date of Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property.

16 Authority of Signers. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this REPC on its behalf warrants his or her authority to do so and to bind the respective entity whether Buyer or Seller as represented. Seller further warrants that the execution and delivery of this REPC by Seller has been duly and validly authorized, and all requisite action has been taken to make this REPC binding upon Seller.

17 Complete Contract & Assignment. This REPC together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a majority of legal interest and complete control, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

18 Resolution of Disputes & Mediation. This REPC shall be deemed to be made under, shall be construed in accordance with and shall be governed by the internal, substantive laws of the state in which the Property is located. Any and all disputes arising from this REPC, the Property or the Buyer and Seller as related thereto, shall be submitted to mediation, and unless resolved, shall be submitted exclusively to the state and federal courts within the county and state where the Property is located. All parties hereto submit to the exclusive personal jurisdiction thereof and waive any objections based on the venue thereof.

19 Default. In the event of a default by Buyer, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this REPC by written notice to Buyer, in which event the Earnest Money Deposit shall be paid to Seller as liquidated damages. In the event of a default by Seller, Buyer shall be entitled, at its option: (a) to terminate this REPC by written notice to Seller, in which event the Earnest Money Deposit shall be returned to Buyer and Buyer shall be entitled to and agrees to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages; (b) to enforce Seller's obligations under this REPC by a suit for specific performance; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law or in equity. Upon termination of this REPC by either Party, no Party shall have any further rights, obligations, or liabilities hereunder except as expressly set forth in this REPC. The Parties acknowledge and agree that the actual damages upon default are uncertain in amount and difficult to ascertain, and that the amount of liquidated damages specified in this Section was reasonably determined.

20 Attorney Fees & Costs. In the event of litigation or binding arbitration to enforce this REPC, the prevailing Party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation as required hereunder.

21 Notices. All notices required under this REPC must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party or the other Party's agent no later than the applicable date referenced in this REPC. Said notices shall be delivered to the address listed in the Abstract for the Seller and the Buyer. However, the Seller and Buyer reserve the right to amend their address and contact information from time to time.

22 Risk of Loss. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until Closing.

23 Electronic Transmission and Counterparts. Facsimile (fax) or Email transmissions of a signed copy of this REPC, any Addenda and Counteroffers thereto shall be the same as delivery of an original, subject to confirmation of receipt by the other party hereto. This REPC and any Addenda and Counteroffers thereto may be executed in counterparts. All Parties hereto expressly accept electronic signatures as fully and legally binding.

24 Merger. Upon Closing all of the terms and conditions hereof shall be merged into the Deed except the warranties or indemnities of the parties contained in Sections 11.6, 12 and 16, which shall survive Closing and/or the termination hereof.

25 Time of Essence. Time is of the essence regarding the dates set forth in this REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this REPC: (a) performance under each Section of this REPC which references a date shall absolutely be required by 5:00 PM in the time zone in which the Property is located on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). If the performance date falls on a Saturday, Sunday, State or Federal legal holiday, performance shall be required on the next business day. Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this REPC, except as otherwise agreed to in writing by such non-party.

26 Tax Deferred Exchange. If notified at the time of the execution hereof, each Party shall cooperate with the other Party in effecting a tax deferred exchange under the I.R.S. Code; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange will be at no additional liability and cost to the other Party; (b) the exchange will not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any proposed exchange properties to accommodate an exchange. Except in cases of Default by a non-exchanging Party, the exchanging Party hereby indemnifies and agrees to defend and hold the other Party harmless from and against any and all claims, demands, costs and expenses which the other Party may sustain or incur resulting from the attempt by the exchanging Party to consummate the sale or acquisition of the Property as a tax deferred exchange.

27 Acceptance. This REPC shall only become binding once executed by the Buyer and the Seller as the Parties.

28 Relationship of Parties. Nothing contained herein shall be construed to create any partnership, joint venture, agency or other relationship or form of organization with or between the Parties.

29 Principles of Construction. Unless otherwise specified, (1) all references to sections and schedules are to those in this REPC; (2) the words "hereof," "herein" and "hereunder" and words of similar import refer to this REPC as a whole and not to any particular provision; (3) all definitions are equally applicable to the singular and plural forms of the terms defined; and (4) the word "including" means "including but not limited to." The captions and headings used in this REPC are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this REPC

30 **Negotiated Agreement.** This REPC is the product of arms-length negotiations between the Parties and represents the complete, actual and intended agreement of the Parties regarding the subject matter hereof. This REPC shall not be construed for or against either Party, and no rule or presumption against the drafter shall be employed. Each of the Parties hereby agrees, acknowledges and warrants that this REPC has been provided by NAI Excel and NAI Vegas, it's Broker and Agents as an accommodation for this transaction and that each of the Parties has been instructed and has had an opportunity to seek independent legal counsel to review the same. Each Party hereto, expressly agrees to fully indemnify and to hold the provider of this REPC harmless and to waive any and all claims, damages or injuries of any kind related to this REPC or any interpretation hereof, including all costs and attorneys' fees whether or not a formal legal action is filed.

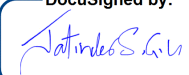
31 **Severability.** If any provision of this REPC is deemed void or unenforceable, such provision shall be severed from this REPC, which remainder shall otherwise remain in full force and effect.

32 **Additional Terms:** There may be addenda to this REPC including, but not being limited to, a survey, seller financing addendum or other addenda containing additional terms. Said addenda (if any) are incorporated into the REPC by this reference.

33 **Contract Deadlines.** All contract deadlines are those enumerated in the Abstract.

34 **Conflict of Terms.** In the event of any conflict between the terms set forth in the Abstract and the REPC, then the terms of the REPC shall govern.

35 **Offer and Time for Acceptance.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept and deliver an acceptance of this Offer by 5:00 P.M. in the time zone where the property is located on the date set forth in the Abstract, this Offer shall lapse, and the Buyer's Brokerage or Title/Escrow Agent, as applicable, shall return the Earnest Money Deposit to Buyer.

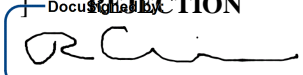
<p>DocuSigned by:  <small>DF6712F/D805473</small> Buyer (Signature of Authorized Signer)</p>	<p>Jatinder Gill _____ Print Name and Title</p>	<p>10/20/2021 _____ Date</p>
<p>_____ Buyer (Signature of Authorized Signer)</p>	<p>_____ Print Name and Title</p>	<p>_____ Date</p>

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. _____.

<p><input type="checkbox"/> REJECTION  <small>47BA8BEE0C40481</small> Seller (Signature of Authorized Signer)</p>	<p>Rapinder Chima / Seller _____ Print Name and Title</p>	<p>10/20/2021 _____ Date</p>
<p>_____ Seller (Signature of Authorized Signer)</p>	<p>_____ Print Name and Title</p>	<p>_____ Date</p>



ADDENDUM NO. TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN [] ADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 10/19/2021, including all prior addenda and counteroffers, between Blue Speed (Jatinder Gill) 2372 Walnut Ave., Livingston, CA 95334 as Buyer, and GILLIES LLC 3067 Palace Gate Ct. Las Vegas, NV 89117 as Seller, regarding the Property located at 3235 N Martin Luther King Blvd., N Las Vegas, NV 89032. The following terms are hereby incorporated as part of the REPC:

ADDITIONAL TERMS:

- 1. Seller agrees to demolish the existing car wash at 1570 W Cheyenne Ave. NLV, NV 89032 (at ARCO AM/PM) before opening of the Car Wash at 3235 N Martin Luther King Blvd., NLV NV 89032 or If Seller decided to sell ARCO Station, he will demolish the existing car wash prior to close of escrow whichever is sooner.
2. Seller Disclosures: The Seller Disclosure Deadline shall be [15] days from the mutual execution of the Purchase Contract. Prior to the expiration of the Seller Disclosure Deadline, Seller shall provide to Buyer the following: a. Commitment for Title Insurance b. Any engineering, construction plans or survey drawings for the site c. Seller's property condition disclosures d. Written notice of any claims against the property or conditions known to Seller relating to environmental problems or building or zoning code violations.
3) Commissions: Dhanminder K Dhaliwal with NAI Vegas Represents the Buyer in the transaction and shall be paid a commission equal to Five Percent (5%) of Purchase Price. Commission shall be paid out of the Seller's proceeds to NAI Vegas at Close of Escrow.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN THE REPC ABSTRACT (CHECK APPLICABLE BOX): [X] REMAIN UNCHANGED [] ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [X] Seller [] Buyer shall have until 5:00 PM in the time zone where the property is located on 10/22/2021 (Date), to accept the terms of this ADDENDUM. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse and previous terms still apply.

Signature of Buyer: [Signature] 10/20/2021
[] Buyer [] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

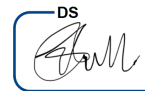
CHECK ONE: [X] ACCEPTANCE: [X] Seller [] Buyer hereby accepts the terms of this ADDENDUM.

[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

Signature of Seller: [Signature] 10/20/2021
(Signature) (Date) (Time) (Signature) (Date) (Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)



DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is DHANNMINDER K DHALIWAL
 whose license number is 0065105. The licensee is acting for [client's name(s)] Blue Speed
Jatinder Gill who is/are the Seller/Landlord; Buyer/Tenant.

Broker: The broker is TODD MANNING, whose
 company is NAI VEGAS.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement;
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission;
3. Seek a sale, purchase, option, rental or lease of real property at the price and terms stated in the brokerage agreement or at a price acceptable to the client;
4. Present all offers made to, or by the client as soon as practicable, unless the client chooses to waive the duty of the licensee to present all offers and signs a waiver of the duty on a form prescribed by the Division;
5. Disclose to the client material facts of which the licensee has knowledge concerning the real estate transaction;
6. Advise the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee; and
7. Account to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties:

The Licensee

MAY [_____/_____] **OR** **MAY NOT** [_____/_____]

in the future act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

Seller/Landlord: [Signature] Date: 10/20/2021 Time: _____
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Seller/Landlord: DocuSigned by: Date: _____ Time: _____

OR
Buyer/Tenant: [Signature] Date: 10/20/2021 Time: _____
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Buyer/Tenant: _____ Date: _____ Time: _____



CONSENT TO ACT

This form does not constitute a contract for services nor an agreement to pay compensation.

DESCRIPTION OF TRANSACTION: The real estate transaction is the sale and purchase; or lease; of
Property Address: 3235 N Martin Luther King Blvd., N Las Vegas, NV 89032

In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

Licensee: The licensee in this real estate transaction is Dhanminder K Dhaliwal (“Licensee”) whose license number is S.0065105 and who is affiliated with Brokers Commercial Vegas dba NAI Vegas (“Brokerage”).

Seller/Landlord GILLIES LLC 3067 Palace Gate Ct. Las Vegas, NV 89117
Print Name

Buyer/Tenant Blue Speed (Jatinder Gill) 2372 Walnut Ave., Livingston, CA 95334
Print Name

CONFLICT OF INTEREST: A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client’s motivation to purchase, trade or sell, which if disclosed, could harm one party’s bargaining position or benefit the other.

DUTIES OF LICENSEE: Licensee shall provide you with a “Duties Owed by a Nevada Real Estate Licensee” disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee’s client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller’s/Landlord’s or Buyer’s/Tenant’s decisions with respect to this transaction.

NO REQUIREMENT TO CONSENT: You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee’s broker assign you your own licensee.

CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT: I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

<small>DocuSigned by:</small> I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.			<small>DocuSigned by:</small> I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.		
	10/20/2021			10/20/2021	
<small>47BA8BEE0G40481</small> Seller/Landlord	Date	Time	<small>BF6712F7D805473</small> Buyer/Tenant	Date	Time
_____ Seller/Landlord	_____ Date	_____ Time	_____ Buyer/Tenant	_____ Date	_____ Time





TRANSACTION DOCUMENTS RECEIPT

PLEASE COMPLETE THIS FORM EACH TIME YOU DELIVER DOCUMENTS!

This TRANSACTION DOCUMENTS RECEIPT applies to the Real Estate Purchase Contract with an Offer Reference Date of 10/19/2021 entered into by and between GILLIES LLC 3067 Palace Gate Ct. Las Vegas, NV 89117 as Seller and Blue Speed (Jatinder Gill) 2372 Walnut Ave., Livingston, CA 95334 as Buyer regarding property located at 3235 N Martin Luther King Blvd., N Las Vegas, NV 89032 (the "Property")

THE FOLLOWING DOCUMENTS HAVE BEEN RECEIVED OR DELIVERED AS SHOWN BELOW

Initials of person receiving documents

- [] Copy of the Real Estate Purchase Contract (including addenda) signed by the Buyer and the Seller
- [] Agency Disclosures Buyer Representation Agreement Listing Agreement Limited Agency Consent
- [] Seller's Property Condition Disclosure Form Buyer Due Diligence Checklist _____
- [] Lead Based Paint Disclosure and Acknowledgement EPA Lead Based Paint Pamphlet
- [] Commitment for Title Insurance No. _____, issued by Fidelity National Title Group
- [] CC&R's for the _____ Condominiums Subdivision
- [] Homeowner's Association Budget Financial Statement Minutes
- [] Property Inspection Report dated _____ prepared by _____
- [] Survey Map dated _____ prepared by _____
- [] Inventory of Personal Property included in the transaction
- [] Leases affecting the Property Copy of Property Management Contract(s) affecting the Property
- [] Copies of Water Certificates/Water Shares _____
- [] Written Notice of Loan Denial Loan Approval By _____ (Lender)
- [] Written Notice of Cancellation of Contract by Buyer Seller
- [] Written Notice of Objections based on Evaluations and Inspections
- [] Other (Describe): _____

(SIGN BELOW & INITIAL ABOVE NEXT TO DOCUMENTS THAT HAVE BEEN CHECKED)

A. ***I HAVE INITIALED NEXT TO THE BOXES CHECKED ABOVE***, and I have signed where indicated below acknowledging my receipt of each of the documents checked above.

Signature of Seller Seller's Agent Buyer Buyer's Agent Other _____

(Signature) _____ (Date) _____ (Time) _____ (Signature) _____ (Date) _____ (Time) _____

B. personally caused a final copy of the document(s) checked above to be faxed mailed to: Seller Seller's Agent Buyer Buyer's Agent, on: _____ (Date) by: Certified Mail/Return Receipt Requested - Cert. No. _____ Overnight/Express Mail Airbill No. _____ Other _____

Sent by: _____

DocuSigned by: 10/20/2021
Jatinder S Gill
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DocuSigned by: _____
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RC

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Gill