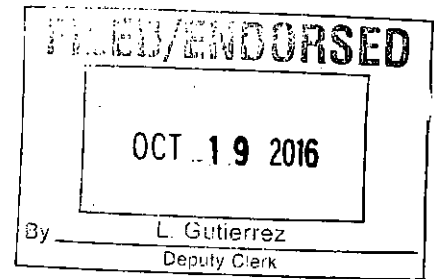


1 SAMUELS, GREEN & STEEL, LLP
2 SCOTT R. ALBRECHT, State Bar No. 201614
3 GLEN R. SEGAL, State Bar No. 126316
4 19800 MacArthur Boulevard, Suite 1000
5 Irvine, California 92612
6 Telephone: (949) 263-0004
7 Facsimile: (949) 263-0005

8 Attorneys for Judgment Creditor
9 TCA GLOBAL CREDIT MASTER FUND, L.P.



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TCA GLOBAL CREDIT MASTER FUND,
L.P.,

Judgment Creditor,

v.

MYECHECK, INC., a Wyoming corporation;
GREENPAY LLC, a Wyoming limited
liability company; BRUCE M. SMITH, an
individual; EDWARD R. STARRS, an
individual,

Judgment Debtors.

Case No. 34-2016-00191403

**SUPPLEMENTAL DECLARATION OF
GLEN R. SEGAL IN SUPPORT OF
JUDGMENT CREDITOR'S MOTION FOR
ORDER APPOINTING RECEIVER**

DATE: November 3, 2016
TIME: 2:00 p.m.
CTRM: 53

1 discovery of the real property owned by Judgment Debtors MYECHECK, INC. and
2 GREENPAY, LLC. I also advised the Court of Judgment Debtor EDWARD STARRS' failure to
3 appear at his Judgment Debtor Examination earlier that day. Surprisingly, EDWARD STARRS
4 showed up to the hearing on the Motion for Order Appointing Receiver; unfortunately, the bench
5 warrant had not yet been issued by the Court.

6 6. I requested that the Court continue the hearing on Judgment Creditor's Motion for
7 Order Appointing Receiver to Enforce Judgment so that additional information can be provided
8 to the Court regarding the real property. The Court granted Judgment Creditor's request and
9 continued the hearing on this motion to November 3, 2016.

10 **THE NEVADA REAL PROPERTY**

11 7. Judgment Creditor has determined that Judgment Debtor GREENPAY, LLC held
12 title to two pieces of real property in Nevada: (a) 432 Quaking Aspen Ln., #D, Stateline, Nevada
13 89449 and (b) 600 Highway 50, #2, Zephyr Cove, Nevada 89448. Judgment Debtor
14 GREENPAY, LLC is a wholly-owned subsidiary of Judgment Debtor MYECHECK, INC. (aka
15 MEC, INC.). Judgment Debtor EDWARD R. STARRS is a principal of both entities. A true and
16 correct copy of the grant deed for the Stateline real property showing that it was owned by
17 Judgment Debtor GREENPAY, LLC is attached hereto as Exhibit "B" and is incorporated by
18 reference herein as though fully set forth. This grant deed shows that tax statements are to be sent
19 to GREENPAY, LLC and EDWARD STARRS. A true and correct copy of the grant deed for the
20 Zephyr Cove real property showing that it was owned by Judgment Debtor GREENPAY, LLC is
21 attached hereto as Exhibit "C" and is incorporated by reference herein as though fully set forth. .
22 This grant deed shows that tax statements are to be sent to GREENPAY, LLC at EDWARD
23 STARRS' residence at 1743 Terracina, Drive, El Dorado Hills, California.

24 8. Upon discovering these two Nevada properties, Judgment Creditor retained
25 Nevada counsel to domesticate the Judgment in Nevada. On August 11, 2016, pursuant to N.R.S.
26 § 17.330, *et seq.*, the Judgment was domesticated in the District Court for Clark County, Nevada,
27 Case No. A-16-741473-F. Pursuant to N.R.S. § 17.360(3), Judgment Creditor was stayed from
28 enforcement of the Judgment until September 12, 2016.

1 9. In preparing to record the Judgment against the Nevada properties on September
2 12, 2016, Judgment Creditor learned for the first time that on September 7, 2016, Judgment
3 Debtor EDWARD R. STARRS, as manager of Judgment Debtor GREENPAY, LLC, had caused
4 deeds to be recorded, purportedly transferring both the Stateline Property and the Zephyr Cove
5 Property from GREENPAY, LLC to an entity entitled "1st BASE TRUST" with EDWARD
6 ROBERT STARRS listed as the trustee of 1st BASE TRUST. True and correct copies of the
7 deeds transferring the two Nevada properties are attached hereto respectively as Exhibits "D" and
8 "E" and are incorporated by reference herein as though fully set forth. Both deeds state: "There
9 is no consideration for this transfer." In addition, the addresses for mailing tax statements for
10 both of the deeds are identical: Ed Starrs, 1743 Terracina Drive, El Dorado Hills, California
11 95762 rather than in care of the Trust. Again, this is Judgment Debtor EDWARD R. STARRS'
12 home address.

13 10. The deeds transferring the two Nevada properties were recorded just two (2) days
14 before EDWARD R. STARRS' Judgment Debtor Examination in this Court, two (2) days before
15 the original hearing on the Motion for Order Appointing Receiver in this Court and just five (5)
16 days before the stay on the enforcement of the Judgment in Nevada expired.

17 11. On September 21, 2016, Judgment Creditor commenced an action in the District
18 Court for Clark County, Nevada, entitled *TCA Global Credit Master Fund, L.P., Plaintiff v.*
19 *Greenpay, LLC, etc., et al., Defendants*, Case No. A-16-743825-C for fraudulent conveyance,
20 reverse alter ego, appointment of a receiver and injunctive relief ("Fraudulent Conveyance
21 Action"). A true and correct copy of the Fraudulent Conveyance Action is attached hereto as
22 Exhibit "F" and is incorporated by reference herein as though fully set forth. The Fraudulent
23 Conveyance Action is still pending in Nevada.

24 12. On September 22, 2016, Judgment Creditor also caused Notices of Lis Pendens to
25 be recorded in the Douglas County Recorder's Office in Nevada on the Stateline and Zephyr
26 Cove properties. True and correct copies of the Notices of Lis Pendens are attached hereto
27 respectively as Exhibits "G" and "H" and are incorporated by reference herein as though fully set
28 forth.

THE CALIFORNIA REAL PROPERTY

1
2 13. Judgment Creditor has determined that Judgment Debtor MYECHECK, INC. held
3 title to a piece of real property in California: 1743 Terracina Dr., El Dorado Hills, California
4 (hereinafter the "Terracina Property"). However, the grant deed erroneously lists the name of the
5 owner of the Terracina Property as "MYCHECK, INC." Somehow, between the offer to
6 purchase the property and the preparation of the Grant Deed, the name MYECHECK, INC.
7 became MYCHECK, INC. There is no entity called "MYCHECK, INC." However, as shown
8 below, it is clear that the transaction was a purchase of the Terracina Property by MYECHECK,
9 INC.

10 14. I have obtained copies of the escrow and title company files regarding the
11 purchase of the Terracina Property pursuant to a subpoena duces tecum. On March 28, 2014, a
12 Grant Deed was recorded in the County of El Dorado for the Terracina Property in the name of
13 the non-existent entity "MYCHECK, INC." A true and correct copy of the Grant Deed is
14 attached hereto as Exhibit "I" and is incorporated by reference herein as though fully set forth.

15 15. However, the Residential Purchase Agreement dated February 11, 2014 in the
16 escrow file shows that the buyer of the Terracina Property was MYECHECK, INC. EDWARD
17 STARRS executed the Agreement on behalf of MYECHECK, INC. A true and correct copy of
18 the Residential Purchase Agreement is attached hereto as Exhibit "J" and is incorporated by
19 reference herein as though fully set forth.

20 16. In addition, the Addendum to Contract dated February 13, 2014 in the escrow file
21 shows that the buyer of the Terracina Property was MYECHECK, INC. EDWARD STARRS
22 executed the Addendum to Contract on behalf of MYECHECK, INC. A true and correct copy of
23 the Addendum to Contract is attached hereto as Exhibit "K" and is incorporated by reference
24 herein as though fully set forth.

25 17. A letter dated February 11, 2014 from Vantex Mortgage Group and addressed to
26 STARRS of MYECHECK, INC. was also in the escrow file. The letter appears to be a loan pre-
27 approval letter and states, "Thank you for the opportunity to work with you for your proposed
28 new loan for the corporate purchase of the property located at 1743 Terracina Dr in Eldorado

1 Hills, CA.” A true and correct copy of the February 11, 2014 letter is attached hereto as Exhibit
2 “L” and is incorporated by reference herein as though fully set forth.

3 18. The escrow file also contained a number of documents relating to the corporate
4 status of MYECHECK, INC. and/or its connection to STARRS which support the contention that
5 the property was being purchased by MYECHECK, INC. and not non-existent entity called
6 MYCHECK, INC.:

- 7 a. The escrow file contains a copy of an Amendment to the Articles of Incorporation
8 of MYECHECK, INC. A true and correct copy of the Amendment to the Articles
9 of Incorporation from the escrow file is attached hereto as Exhibit “M” and is
10 incorporated by reference herein as though fully set forth.
- 11 b. The escrow file contains a copy of an Employment Agreement dated May 29,
12 2012 between MYECHECK, INC. and EDWARD R. STARRS. A true and
13 correct copy of the Employment Agreement from the escrow file is attached hereto
14 as Exhibit “N” and is incorporated by reference herein as though fully set forth.
- 15 c. The escrow file contains a copy of a Consent to Action in Lieu of a Special
16 Meeting of the Board of Directors of MYECHECK, INC. dated May 29, 2012. A
17 true and correct copy of the Consent to Action from the escrow file is attached
18 hereto as Exhibit “O” and is incorporated by reference herein as though fully set
19 forth.
- 20 d. The escrow file contains a Profit Corporation Application for Certificate of
21 Reinstatement Following Administrative Dissolution for the State of Wyoming
22 dated November 14, 2013 regarding the reinstatement of MYECHECK, INC. as a
23 Wyoming corporation. STARRS signed the Application on behalf of
24 MYECHECK, INC. MYECHECK, INC. was reinstated by Wyoming on
25 December 20, 2013. A true and correct copy of the Application and Certificate of
26 Reinstatement from the escrow file are attached hereto collectively as Exhibit “P”
27 and are incorporated by reference herein as though fully set forth.
28

1 researching whether or not Judgment Debtor GREENPAY, LLC has transferred this property as
2 well.

3 **THE NEVADA TIMESHARE**

4 24. Judgment Creditor has learned that Judgment Debtor EDWARD STARRS owns a
5 timeshare in Tahoe Village, Nevada.

6 25. A true and correct copy of the grant deed for the Nevada timeshare showing that it
7 was owned by Judgment Debtor EDWARD STARRS is attached hereto as Exhibit "S" and is
8 incorporated by reference herein as though fully set forth.

9 26. On September 7, 2016, Judgment Debtor EDWARD R. STARRS caused a deed to
10 be recorded, purportedly transferring the Nevada timeshare to an entity entitled "1st BASE
11 TRUST" with EDWARD ROBERT STARRS listed as the trustee of 1st BASE TRUST. A true
12 and correct copies of the deed transferring the Nevada timeshare is attached hereto as Exhibit "T"
13 and is incorporated by reference herein as though fully set forth. The deed states: "There is no
14 consideration for this transfer." In addition, the addresses for mailing tax statements for both of
15 the deeds are identical: Ed Starrs, 1743 Terracina Drive, El Dorado Hills, California 95762 rather
16 than in care of the Trust. This is Judgment Debtor EDWARD R. STARRS' home address.

17 27. The deed transferring the Nevada timeshare was recorded just two (2) days before
18 EDWARD R. STARRS' Judgment Debtor Examination in this Court, two (2) days before the
19 original hearing on the Motion for Order Appointing Receiver in this Court and just five (5) days
20 before the stay on the enforcement of the Judgment in Nevada expired.

21 **THIRD PARTY EXAMINATION SCHEDULED**

22 28. It appears on all four transfer deeds that after recording, the deeds were to be
23 mailed to an attorney in El Dorado Hills by the name of David R. Morris of the Morris Law
24 Group, PLC. Mr. Morris also served as the notary on both deeds.

25 29. Since EDWARD R. STARRS failed to appear for his examination, Judgment
26 Creditor has scheduled a Third Party Examination of David R. Morris. That examination is
27 scheduled in Dept. 45 of this Court on October 28, 2016. Judgment Creditor will be examining
28

1 David R. Morris with respect to the transfer of the properties and is seeking to obtain copies of
2 documents pertaining to the transfers and relating to 1st BASE TRUST.

3 **FAILURE TO FILE FINANCIAL DOCUMENTS AND FAILURE TO DISCLOSE**

4 30. As stated in Judgment Creditor's moving papers, on June 6, 2016, Judgment
5 Debtor MYECHECK, INC. filed its Annual Report (Form 10-K) with the Securities and
6 Exchange Commission (hereinafter "SEC"). Under the "Financial Condition" section of the
7 Form 10-K, the company stated that as of December 31, 2015, it had cash and cash equivalents
8 totaling \$5,425 and a working capital deficit of \$2,945,710. Further, the company stated that the
9 "future of the Company as an operating business will depend on its ability to obtain sufficient
10 capital contributions and/or financing as may be required to sustain its operations." In addition,
11 the company stated that as it continues its activities, "we will continue to experience net negative
12 cash flows from operations, pending receipt of significant revenues that generate a positive sales
13 margin." And until the company "has achieved a sales level sufficient to break even, it will not
14 be self-sustaining or be competitive in the areas in which it intends to operate." None of the real
15 property owned by Judgment Debtors MYECHECK, INC. or GREENPAY, LLC is referenced in
16 the 10-K report or any other SEC filing.

17 31. Judgment Debtor MYECHECK, INC. has not filed any subsequent quarterly
18 financial reports with the SEC, even though it is required to do so.

19 **CONCLUSION**

20 32. Based upon the extensive transfers of property by both MYECHECK, INC. and
21 GREENPAY, LLC; the timing of the transfers of the properties; the lack of consideration for the
22 transfer of properties; the failure of EDWARD STARRS, both individually and as CEO of
23 MYECHECK, INC., to appear at Judgment Debtor Examinations; the failure of MYECHECK,
24 INC. to file reports with the SEC; the failure of MYECHECK, INC. to disclose ownership of the
25 real properties in SEC filings; and the precarious financial position of MYECHECK, INC.,
26 Judgment Creditor submits that the appointment of a receiver is warranted and the motion should
27 be granted.

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I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct and that this declaration was executed on October 18, 2016, at Irvine, California.


GLEN R. SEGAL

EXHIBIT A



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

720 NINTH STREET ~ ROOM 102
SACRAMENTO, CA 95814-1380
(916) 874-8522
WWW.SACCOURT.CA.GOV

For Court Use Only

Attorney or Party Without Attorney (Name and Address):

SAMUELS, GREEN & STEEL, LLP
1980 MacArthur Blvd., Suite 1000
Irvine, CA 92688

Telephone No. 949-263-0004

Attorneys for Plaintiff TCAGlobal Credit

Plaintiff: TCA Global Credit Master Fund

Defendant: MyECheck

Case Number:

34- 2016-00191403-CU-EN

CIVIL BENCH WARRANT

TO ANY SHERIFF OR MARSHAL WITHIN THE STATE OF CALIFORNIA,
YOU ARE COMMANDED TO ARREST (name): Edward R. Starrs
and bring him/her before this Court, or the nearest court if in session, for the setting of
bail in the amount of the warrant or to release on the person's own recognizance. *Any
person so arrested shall be released from custody if he/she cannot be brought before the
court within 12 hours of arrest, and the person shall not be arrested if the court will not
be in session during the 12-hour period following the arrest.*

Approved for nighttime service. (PC § 840.)

Physical Description and Address of Person to be Arrested:

Sex M F Height: ~ 6' Weight: ~ 175 Hair Color: gray

Eye Color: _____ Race: Cauc. Age: 55

Date of Birth: 11/1960 Other: _____

The last known address of the person to be arrested is:

1743 Terracina Drive, El Dorado Hills, CA 95762



Urgency Finding:

- The court finds that urgency and materiality dictates the person's immediate presence in court which precludes the use of the promise to appear process as provided in CCP 1993(b) (11).
- The court makes no finding as to the urgency and materiality: therefore, this person may be released upon a promise to appear as follows: DATE: _____
TIME: _____ LOCATION: _____

Reason for Arrest:

- Failing to appear on (date) _____, pursuant to the subpoena or court order, served on (date): _____.
- Failing to appear on (date) 9/9/2016, for order of examination
 - (CCP §491.160(a)(1)(a), CCP §491.160(a)(1)(b),
 - CCP §708.170(a)(1)(a), CCP §708.170(a)(1)(b)),
 - CCP §1209 served on (date): _____.
- Failure of witness to attend hearing (CCP 1993) on (date): _____, served on (date): _____.
- Failure to Appear Notice was not issued due to the urgency of the person's immediate presence (CCP 1993(a)(2).)
- Other (specify): _____

Bail: Set at \$ 10,000.

Expiration:

This warrant will expire on the date of the hearing stated above or, if no hearing is set, on (date): 1/9/2017.

(Court Seal)



Issued in the County of Sacramento on (date) SEP 22 2016 by

Judy H. Hersher

Commissioner JUDY H. HERSHER
 Judge of the Superior Court
Sacramento County Superior Court

EXHIBIT B

DOC # 848569
 08/26/2014 08:53AM Deputy: PK
OFFICIAL RECORD
 Requested By:
 Stewart Title - Carson
 Douglas County - NV
 Karen Ellison - Recorder
 Page: 1 of 2 Fee: \$15.00
 BK-814 PG-5910 RPTT: 2593.50



A.P.N. No.:	1319-30-712-007
R.P.T.T.	\$2,593.50
Escrow No.:	01415-12377
Recording Requested By:	
Stewart Title	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
GreenPay LLC/Edward Starrs	
P.O. Box 10712	
Zephyr Cove, NV 89448	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Charles F. Paine and Judith S. Paine, Trustess of the Paine Family Trust dated December 14, 1978 for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to GreenPay LLC, a Wyoming LLC, all that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

Lot 121, Unit D Tahoe Village Unit No. 1, an amended Map of Alpine Village Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada on December 7, 1971, as File No. 55769.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: August 21, 2014

Charles F. Paine, Trustee Judith S. Paine, Trustee
 Charles F. Paine Judith S. Paine
 Trustee Trustee

State of CA)
) ss.
 County of _____)

This instrument was acknowledged before me on the ____ day of August, 2014
 By: Charles F. Paine and Judith S. Paine

Signature: See attached CA acknowledgment
 Notary Public



State of California)

County of Orange)

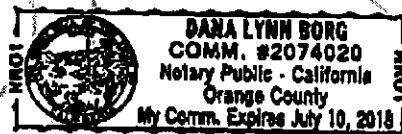
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On August 21, 2014 before me, Dana Lynn Borg, Notary Public
(here insert name and title of the officer)

personally appeared Charles F. Paine, Judith S. Paine,
Trustees

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant, Bargain, Sale Deed containing 1 pages, and dated 8/21/14.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

EXHIBIT C

DOC # 845260
06/26/2014 03:36PM Deputy: SG
OFFICIAL RECORD

Requested By:
Stewart Title - Carson
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 2 Fee: \$15.00
BK-614 PG-6443 RPTT: 4894.50



A.P.N. No.:	1318-15-110-002
R.P.T.T.	\$4,894.50
Escrow No.:	01415-11389
Recording Requested By:	
Stewart Title	
Mail Tax Statements To:	Same as below
When Recorded Mail To:	
GreenPay LLC, a Wyoming Limited liability Company	
1743 Terracina Drive	
El Dorado Hills, CA 95762	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Beverly Ann Owen, as trustee of the Alan L. Owen Exemption Trust for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to GreenPay LLC, a Wyoming Limited liability Company, all that real property situated in the County of Douglas, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

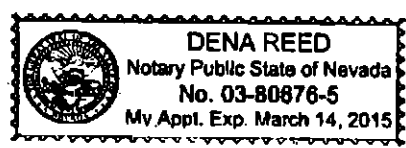
Dated: 6-26-14

Beverly Ann Owen
Beverly Ann Owen
Trustee

State of Nevada
County of Douglas } ss.

This instrument was acknowledged before me on the 26 day of June, 2014
By: Beverly Ann Owen

Signature: Dena Reed
Notary Public
Dena Reed



(One inch Margin on all sides of Document for Recorder's Use Only)



**EXHIBIT "A"
LEGAL DESCRIPTION**

File Number: 01415-11389

PARCEL NO. 1

Unit No. 2, as shown on the official plat of PINEWILD, A CONDOMINIUM, filed for record in the office of the County Recorder, Douglas County, Nevada, on June 26, 1973, as Document No. 67150.

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Areas" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, A Condominium Project, recorded March 11, 1978, in Book 374 of Official Records at Page 193. Limited Common Area and thereby allocated to the unit described in Parcel No. 1, above and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions, and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

EXHIBIT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

David R. Morris
Morris Law Group, PLC
5137 Golden Foothill Parkway, Ste. 110
El Dorado Hills, CA, 95762

DOUGLAS COUN.

2016-887246

Rec:\$14.00

09/07/2016 12:23 PM

Total:\$14.00

MORRIS LAW GROUP, PLC

Pgs=2



00042379201608872460020021

KAREN ELLISON, RECORDER

E07

MAIL TAX STATEMENTS TO

Ed Starrs
1743 Terracina Drive
El Dorado Hills, CA 95762

TRANSFER DEED
APN: 1319-30-712-007

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

Documentary transfer tax is \$0. Transfer into a trust (R&T Code§ 11930)

GRANTOR: GreenPay LLC, Edward Robert Starrs, Manager,
hereby GRANTS to: 1st Base Trust, Edward Robert Starrs, trustee,

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

Lot 121, Unit D Tahoe Village Unit No. 1 and amended Map of Alpine Village Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada on December 7, 1971, as File No. 55769.

More commonly known as: 432A Quaking Aspen Lane, Stateline, NV 89449

Dated: July 19, 2016

Edward Robert Starrs, Grantor

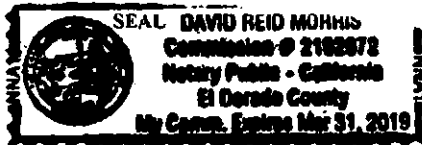
A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this July 19, 2016, before me, **David Reid Morris, Esq.**, Notary Public, personally appeared Edward Robert Starrs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



WITNESS my hand and official seal.

David R. Morris, Esq., Notary Public

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 1319-30-712-007
 b) _____
 c) _____
 d) _____

2. Type of Property:

a) <input type="checkbox"/>	Vacant Land	b) <input type="checkbox"/>	Single Fam Res.
c) <input checked="" type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'l/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

FOR RECORDERS OPTIONAL USE ONLY
 Notes: Verified Trust Cont - OK
Per Linda SHARKEY - OK TO Add
without Consideration Address

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$10,000.00
 \$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: (7)
 b. Explain Reason for Exemption:
A mere change transferring from one LLC to a trust - without consideration

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 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 Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: GreenPay LLC
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: 1st Base Trust
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Edward Robert Starrs Escrow # _____
 Address: 1743 Terracina Drive
 City: El Dorado Hills State: CA Zip: 95762

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT E

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

David R. Morris
Morris Law Group, PLC
5137 Golden Foothill Parkway, Ste. 110
El Dorado Hills, CA, 95762

DOUGLAS COU

Rec:\$15.00

Total:\$15.00

MORRIS LAW GROUP, PLC

2016-887245

09/07/2016 12:23 PM

Pgs=3



00042378201608872450030031

KAREN ELLISON, RECORDER

E07

MAIL TAX STATEMENTS TO

Ed Starrs
1743 Terracina Drive
El Dorado Hills, CA 95762

TRANSFER DEED
APN: 1318-15-110-002

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)
The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Documentary transfer tax is \$0. Transfer into a trust (R&T Code § L1930)

GRANTOR: GreenPay LLC, Edward Robert Starrs, Manager,
hereby GRANTS to: 1st Base Trust, Edward Robert Starrs, trustee,

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE

More commonly known as 600 US. HWY 50, Pinewild #2, Zephyr Cove, NV 89448

Dated: July 19, 2016

Edward Robert Starrs, Grantor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this July 19, 2016, before me, **David Reid Morris, Esq.**, Notary Public, personally appeared Edward Robert Starrs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.



David R. Morris, Esq., Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL NO. 1

Unit No. 2, as shown on the official plat of PINEWILD, A CONDOMINIUM, filed for record in the office of the County Recorder, Douglas County, Nevada, on June 26, 1973, as Document No. 67150.

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Areas" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, A Condominium Project, recorded March 11, 1978, in Book 374 of Official Records at Page 193. Limited Common Area and thereby allocated to the unit described in Parcel No. 1, above and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions, and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

APN: 1318-15-110-002

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 1318-15-110-002
 b) _____
 c) _____
 d) _____

2. Type of Property:

- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input checked="" type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY
 Notes: Verified Trust Act - 99
Re Linda Sharkey - OK to Add
without Consideration & Address

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 1,300,000.00
 \$ 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: (7)
 b. Explain Reason for Exemption:
A mere change transferring from one LLC to a Trust - without Consideration

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 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 [Signature] Capacity Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: GreenPay LLC
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: 103 Base Trust
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

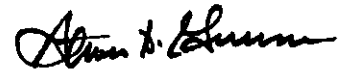
COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Edward Robert Starrs Escrow # _____
 Address: 1743 Terracina Drive
 City: El Dorado Hills State: CA Zip: 95762

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT F



CLERK OF THE COURT

1 BART K. LARSEN, ESQ.
Nevada Bar No. 008538
2 SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
3 **KOLESAR & LEATHAM**
400 South Rampart Blvd., Suite 400
4 Las Vegas, Nevada 89145
Telephone: (702) 362-7800
5 Facsimile: (702) 362-9472
E-Mail: blarsen@klnevada.com
6 ssherman@klnevada.com

7 Attorneys for Judgment Creditor,
8 TCA GLOBAL CREDIT MASTER FUND, L.P.

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 * * *

12 TCA GLOBAL CREDIT MASTER FUND,
L.P.,

13 Plaintiff,

14 vs.

15 GREENPAY LLC, a Wyoming limited
liability corporation, EDWARD R. STARRS,
16 an individual, and EDWARD STARRS as
Trustee of 1ST BASE TRUST; and DOES 1
17 through 10, inclusive,

18 Defendants.

CASE NO. A-16-743825-C
DEPT NO. XXXI

COMPLAINT FOR:

- (1) Fraudulent Conveyance Under NRS § 112.180;
- (2) Fraudulent Conveyance Under NRS § 112.190;
- (3) Reverse Alter Ego
- (4) Appointment of A Receiver
- (5) Injunctive Relief

19 Plaintiff, TCA GLOBAL CREDIT MASTER FUND, L.P. ("Plaintiff"), by and through
20 its undersigned attorneys of the law firm Kolesar & Leatham, hereby complains and alleges
21 against Defendants GREENPAY LLC, a Wyoming limited liability corporation ("Greenpay"),
22 EDWARD R. STARRS, an individual ("Starrs"), and EDWARD STARRS as Trustee of 1ST
23 BASE TRUST ("FBT"); and DOES 1 through 10, inclusive (collectively Defendants"), as
24 follows:

25 **THE PARTIES**

26 1. TCA GLOBAL was formed in the Cayman Islands, a foreign state, is *sui juris*,
27 and has at all relevant times, maintained its principal place of business in the Cayman Islands.
28 Plaintiff is managed by Trafalgar Capital Advisors, Inc. d/b/a TCA FUND which itself maintains

KOLESAR & LEATHAM, CHTD.
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 offices in Las Vegas, Nevada, and Aventura, Florida.

2 2. Upon information and belief, Defendant GREENPAY is a limited liability
3 company formed and existing under the laws of the State of Wyoming.

4 3. Upon information and belief, Defendant STARRS is a resident of the State of
5 California.

6 4. Upon information and belief, Defendant FBT is a trust, of which STARRS is the
7 trustee.

8 5. Plaintiff does not know the true names or capacities of DOES 1 through 100,
9 inclusive, and sues such Defendants by such fictitious names. Plaintiff is informed and believes
10 and thereon alleges that each of the fictitiously named Defendants is responsible for and/or
11 caused the damages herein alleged and/or claims an interest in the property that is the subject of
12 this Complaint.

13 6. Jurisdiction is proper in the State of Nevada as the property that is the subject of
14 this Complaint is located within the State of Nevada, and each of the Defendants have
15 purposefully enters the State of Nevada and affirmatively directed their conduct and contact here,
16 and the claims asserted herein arise from that purposeful contact or conduct.

17 **GENERAL ALLEGATIONS**

18 7. On or about October 19, 2015, the Clerk of Broward County, State of Florida,
19 entered a FINAL CONSENT JUDGMENT (the "Florida Judgment") in favor of Plaintiff, and
20 against, *inter alia*, GREENPAY and STARRS. A copy of the original Judgment is attached
21 hereto as **Exhibit "1"**.

22 8. Plaintiff had the Florida Judgment entered and domesticated in the Superior Court
23 of California, County of Sacramento against, *inter alia*, GREENPAY and STARRS, on March 7,
24 2016 (the "California Judgment"), in the amount of \$588,683.79, with interest accruing at the
25 rate of 10% per annum. A file-stamped copy of the California Judgment is attached hereto as
26 **Exhibit "2"**.

27 9. Notice of the California Judgment was served, *inter alia*, upon both GREENPAY
28 and STARRS, and Plaintiff has been actively seeking enforcement of the California Judgment in

1 the State of California (the "California Enforcement Action").

2 10. On or about August 11, 2016, pursuant to N.R.S. § 17.330 *et al*, the Florida
3 Judgment was also domesticated in the District Court for Clark County, Nevada, Case No. A-16-
4 741473-F (the "Judgment"). A file-stamped copy of the Notice of Filing Foreign Judgment is
5 attached hereto as **Exhibit "3"**.

6 11. Notice of the Judgment was sent to, *inter alia*, both GREENPAY and STARRS.

7 12. The Judgment was domesticated in the State of Nevada due, *inter alia*, to two
8 properties belonging to GREENPAY located in Douglas County Nevada: (1) 432 Quaking
9 Aspen Ln #D, Stateline, Nevada 89449 (the "Stateline Property"); and (2) 600 Highway 50 #2,
10 Zephyr Cove, Nevada 89448 (the "Zephyr Cove Property").

11 13. Pursuant to N.R.S. § 17.360(3), Plaintiff was stayed from enforcement of the
12 Judgment until September 12, 2016.

13 14. Nevertheless, to ensure that Plaintiff would be promptly notified of any actions
14 taken with respect to the Stateline Property, Plaintiff promptly recorded a Request for Notice. A
15 true and correct copy of the recorded Request for Notice is attached hereto as **Exhibit "4"**.

16 15. On September 12, 2016, Plaintiff recorded the Judgment against the Stateline
17 Property.

18 16. On September 15, 2016, Plaintiff recorded the Judgment against the Zephyr Cove
19 Property.

20 17. However, in preparing to record the Judgment against the Zephyr Cove Property,
21 Plaintiff learned for the first time that, on September 7, 2016, STARRS had caused deeds to be
22 recorded transferring both the Stateline Property and the Zephyr Cove Property (collectively, the
23 "Properties") from GREENPAY to FBT. True and correct copies of the deeds transferring the
24 Properties are attached hereto as **Exhibits "5" and "6"**, respectively.

25 18. On September 9, 2016, despite having been personally served with an Order to
26 Appear at Examination, entered in the California Enforcement Action, STARRS, individually
27 and as CEO of Judgment Debtor MYECHECK, INC., failed to appear at a duly-scheduled
28 Judgment Debtor Examination in the Superior Court of California, County of Sacramento.

1 Consequently, the Court ordered that a bench warrant be issued for STARRS' arrest, and set bail
2 at \$10,000.

3 19. On the same date, Plaintiff had a motion scheduled to be heard before the
4 Superior Court of California, County of Sacramento, in the California Enforcement Action, to
5 have a receiver appointed over GREENPAY and MYECHECK.

6 20. Thus, STARRS caused GREENPAY to transfer the Properties on the eve of his
7 California judgment debtor examination, the hearing regarding the appointment of a receiver
8 over GREENPAY in the California Enforcement Action, and the commencement of Plaintiff's
9 enforcement efforts in Nevada.

10 21. Each of the deeds plainly state: "There is no consideration for this transfer."

11 22. STARRS signed both of the deeds as both the principal of GREENPAY and as
12 the trustee of FBT.

13 23. The addresses provided for each of the Defendants in both of the deeds are
14 identical: 1743 Terracina Drive, El Dorado Hills, California, 95762.

15 24. Upon information and belief, STARRS resides at this address.

16 25. Upon information and belief, FBT is an insider of GREENPAY and/or STARRS.

17 **FIRST CAUSE OF ACTION**

18 **(Fraudulent Transfer Pursuant to NRS § 112.180 – all Defendants)**

19 26. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through
20 25, inclusive, and by reference incorporates the same herein as though set forth in full.

21 27. GREENPAY made the transfers of the Stateline and Zephyr Cove Properties as
22 herein alleged with actual intent to hinder, delay or defraud Plaintiff and/or its other creditors.

23 28. The transfers were to an insider.

24 29. Possession or control of the Properties did not change after the transfers.

25 30. The transfers of the Properties were not disclosed and/or were concealed from
26 Plaintiff.

27 31. The transfers were of substantially all of GREENPAY's assets.

28 32. GREENPAY removed and/or concealed assets.

1 33. GREENPAY was insolvent and/or became insolvent shortly after the transfers
2 were made.

3 34. Plaintiff has been damaged by GREENPAY's transfer of the Properties.

4 35. As a result of GREENPAY's transfer of the Properties, Plaintiff has been forced
5 to incur attorneys' fees and costs in seeking to void the transfer of the Properties and/or to obtain
6 an order from the Court authorizing Plaintiff to levy execution on the Properties.

7 **WHEREFORE** Plaintiff respectfully requests that this Court enter a judgment in favor
8 of Plaintiff and against all Defendants that:

9 A. Avoids the transfer of the Properties to the extent necessary to satisfy the
10 creditor's claim;

11 B. Levies execution on the Properties transferred or their proceeds;

12 C. Awards judgment against Defendant FBT in an amount that is the lesser of (i) the
13 value of the Properties as of September 7, 2016; or (ii) the amount of the
14 Judgment;

15 D. Orders that Defendants shall pay both compensatory and punitive damages in
16 accordance with the proof adduced;

17 E. Orders that Defendants shall pay all of Plaintiff's reasonable attorneys' fees,
18 paralegals' fees, costs and expenses incurred in this action; and

19 F. Awards Plaintiff such other and further relief as this Court deems just and proper.

20 **SECOND CAUSE OF ACTION**

21 **(Fraudulent Transfer Pursuant to NRS § 112.190 – All Defendants)**

22 36. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through
23 35, inclusive, and by reference incorporates the same herein as though set forth in full.

24 37. Plaintiff's claim arose prior to the transfers of the Properties.

25 38. GREENPAY transferred the Properties for no consideration.

26 39. GREENPAY transferred the Properties without receiving a reasonably equivalent
27 value in exchange for the transfers.

28

1 47. Adherence to the fiction of FBT as an entity distinct from STARRS would, under
2 the circumstances herein alleged, sanction a fraud and/or promote injustice.

3 **WHEREFORE** Plaintiff respectfully requests that this Court enter a judgment in favor
4 of Plaintiff and against STARRS and FBT that:

- 5 A. Declares FBT to be an alter ego and/or a reverse alter ego of STARRS;
6 B. Declares FBT's assets to be assets of STARRS;
7 C. Levies execution on FBT's assets up to the amount of the Judgment;
8 D. Orders that Defendants shall pay all of Plaintiff's reasonable attorneys' fees,
9 paralegals' fees, costs and expenses incurred in this action; and
10 E. Awards Plaintiff such other and further relief as this Court deems just and proper.

11 **FOURTH CAUSE OF ACTION**

12 **(Appointment of a Receiver – all Defendants)**

13 48. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through
14 47, inclusive, and by reference incorporates the same herein as though set forth in full.

15 49. Pursuant to N.R.S. §112.21(1)(c)(2), Plaintiff is entitled to the appointment of a
16 receiver to take charge of the Properties transferred and/or of other property of the FBT.

17 50. Pursuant to N.R.S. § 32.010(1), (3), (4) and (6), Plaintiff is entitled to the
18 appointment of a receiver to subject the Properties to Plaintiff's claim, to secure the Properties
19 for that purpose, to enforce the Judgment, and to aid in the execution thereof.

20 **WHEREFORE** Plaintiff respectfully requests that this Court enter a judgment in favor
21 of Plaintiff and against the Defendants that:

- 22 A. Appoints a receiver to take possession of the Properties and/or other assets of the
23 Defendants up to the amount of the Judgment, and to aid in the execution of the
24 Judgment with respect to such property as more specifically set forth in an order
25 appointing a receiver; and that authorizes the receiver to take such action as may
26 be necessary to effectuate the purpose of the receivership;
27 B. Orders that Defendants shall pay all of such receiver's fees, costs and expenses
28 incurred in connection with the receivership;

- 1 C. Orders that Defendants shall pay all of Plaintiff's reasonable attorneys' fees,
- 2 paralegals' fees, costs and expenses incurred in this action; and
- 3 D. Awards Plaintiff such other and further relief as this Court deems just and proper.

4 **FIFTH CAUSE OF ACTION**

5 **(Injunctive Relief – all Defendants)**

6 51. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through
7 50, inclusive, and by reference incorporates the same herein as though set forth in full.

8 52. Pursuant to N.R.S. §112.21(1)(c)(1), Plaintiff is entitled to an injunction against
9 further disposition by any of the Defendants of either the Properties or other property.

10 53. Pursuant to N.R.S. § 33.010(1), (2) and (3), Plaintiff is entitled to an injunction
11 prohibiting Defendants from any further transfer of the Properties and/or of any other assets that
12 may be a source of recovery for the Judgment.

13 54. Defendants have demonstrated a willingness and propensity to transfer assets
14 outside of Plaintiff's reach.

15 55. For the Defendants to engage in any further transfers of assets would produce
16 great or irreparable injury to Plaintiff.

17 56. Additionally, and in aid of the receiver, Plaintiff seeks a temporary restraining
18 order and preliminary and permanent injunctions, restraining and enjoining Defendants and their
19 agents, servants and employees, and all those acting in concert with them, and each of them,
20 from interfering with or hindering in any manner whatsoever, the receiver in the performance of
21 the receiver's duties.

22 57. Defendants have no privilege or authorization to engage in conduct of the nature
23 that Plaintiff seeks to enjoin. Accordingly, Defendants will face no hardship or prejudice if
24 enjoined from engaging in such conduct.

25 **WHEREFORE** Plaintiff respectfully requests that this Court enter a judgment in favor
26 of Plaintiff and against the Defendants that:

- 27 A. Enjoins Defendants from any further transfer of the Properties and/or of any other
- 28 assets that may be a source of recovery for the Judgment.

KOLESAR & LEATHAM, CHTD.
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102
Tel: (702) 362-7800 / Fax: (702) 362-9472

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- B. Enjoins Defendants and their agents, servants and employees, and all those acting in concert with them, and each of them, from interfering with or hindering in any manner whatsoever, the receiver in the performance of the receiver's duties.
- C. Awards Plaintiff such other and further relief as this Court deems just and proper.

DATED this 21st day of September, 2016.

KOLESAR & LEATHAM

By 

BART K. LARSEN, ESQ.
Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

Attorneys for Plaintiff
TCA GLOBAL CREDIT MASTER FUND, L.P.

Exhibit “1”
(Florida Judgment)

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of 15-12743-08 TCA GLOBAL CREDIT MASTER FUND, L.P., VS MYECHECK, INC; GREENPAY LLC, BRUCE M SMITH, AND EDWARD R STARRS CERTIFIED COPY OF FINAL CONSENT JUDGMENT.

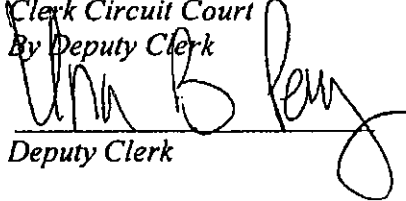
AS FILED IN MY OFFICE,

WITNESS my hand and Official Seal in the City of Fort Lauderdale, Florida this 4th day of NOVEMBER A.D., 2015.

HOWARD C. FORMAN

Clerk Circuit Court

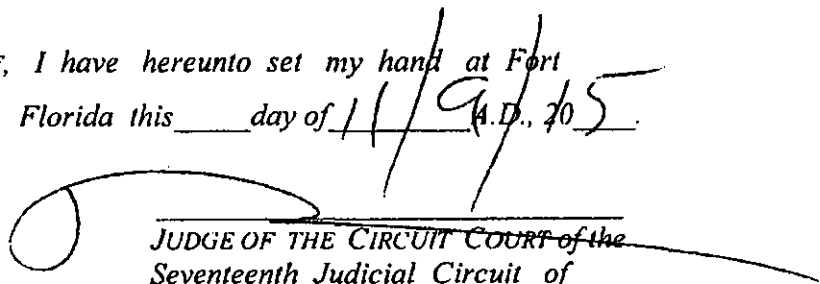
By Deputy Clerk


Deputy Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, DALE ROSS Judge of the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, DO CERTIFY that CLORA B PERRY whose name is subscribed to the foregoing certificate and attestation is the duly appointed Deputy Clerk of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the seal thereto affixed is the genuine seal of the said Court, and that the said certificate and attestation are in due form and made by the proper officer, and that full faith and credit are due and ought to be given to all the official acts of said Clerk, as well in courts of judicature as elsewhere.

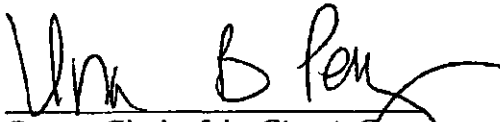
IN TESTIMONY WHEREOF, I have hereunto set my hand at Fort Lauderdale, Broward County, Florida this 11 day of 11 A.D., 2015.


JUDGE OF THE CIRCUIT COURT of the
Seventeenth Judicial Circuit of
Florida in and for Broward County

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, CLORA B PERRY Deputy Clerk of the Circuit Court in and for the County of Broward, State of Florida, DO HEREBY CERTIFY this the Honorable DALE ROSS, Judge of the Circuit court of the Seventeenth Judicial Circuit in and for Broward County, duly commissioned, qualified and acting and that the signature to the foregoing, certificate and attestation is genuine and in his or her own proper handwriting and that full faith and credit are due and ought to be given to all of his or her official acts as well in courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I have ~~unto~~ set my hand and the seal of Said Court at Fort Lauderdale, Florida, this 18th day of Nov A.D., 2015.


Deputy Clerk of the Circuit Court
In and for Broward County, Florida

IN THE CIRCUIT COURT OF THE
17th JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

TCA GLOBAL CREDIT MASTER FUND, CIVIL DIVISION
L.P.,

Plaintiff,

vs.

CASE NO. CACE 15-012743 Div 08

Circuit Judge Hon. Dale Ross

MYECHECK, INC., a Wyoming corporation;
GREENPAY LLC, a Wyoming limited liability
corporation, BRUCE M. SMITH, an
individual, and EDWARD R. STARRS, an
individual,

Defendants.

FINAL CONSENT JUDGMENT

THIS MATTER came before the Court upon the Ex Parte Motion of Plaintiff TCA Global Credit Master Fund, L.P. ("TCA Fund") for Entry of the Final Consent Judgment (the "Motion"), TCA Fund's Declaration of Non-Compliance, and the consent to entry of a Final Consent Judgment by consent-party Defendants Myecheck, Inc., Greenpay LLC, Bruce M. Smith, and Edward R. Starrs, (collectively, the "Defendants" and with TCA Fund, collectively, the "Parties"), as embodied in the First Amendment to Credit Agreement (the "Consent"), and the Court, after considering the Motion, the Declaration of Non-Compliance, and the Consent, in which the Defendants, *inter alia*, consent to the *ex parte* entry of this Final Consent Judgment holding them jointly and severally liable to TCA Fund, for all amounts due and owing under the Purchase Agreement (the "Aggregate Amounts Due"), and waive the making of any findings of fact and conclusions of law in this Final Consent Judgment, and waive the right to appeal, or

otherwise contest the validity of this Final Consent Judgment, and being otherwise duly advised in the premises, it is hereby:

ORDERED that Defendants Myecheck, Inc., Greenpay LLC, Bruce M. Smith, and Edward R. Starrs, are jointly and severally liable to the Plaintiff TCA Global Credit Master Fund, L.P. for all amounts due and owing under the Purchase Agreement for the Aggregate Amounts Due of Five Hundred and Seventy Seven Thousand Three Hundred and Fifty Eight Dollars and Sixty One Cents (\$577,358.61) which includes principal, interest, pre-judgment interest at the default rate of 18% *per annum* (.0005 daily rate expressed as a decimal), for the time period between the date of the default on July 30, 2015 through to October 6, 2015 plus 3,752.83 for the 13 days between the filing of the Motion and the entry of the Final Consent Judgment, plus post-judgment interest thereon at the rate of 4.75% *per annum* (.0001319 daily rate expressed as a decimal) remaining due and owing to TCA Fund under the terms of the Purchase Agreement, for which amount let execution issue.

IT IS FURTHER ORDERED that Plaintiff TCA Fund is hereby awarded its reasonable attorneys' fees and costs, the amount of which shall be determined pursuant to a separate, timely filed Motion for Attorney's Fees and Costs.

IT IS FURTHER ORDERED that Defendants Myecheck, Inc., Greenpay LLC, Bruce M. Smith, and Edward R. Starrs shall each cooperate with the Plaintiff, and provide any and all reasonable and proper discovery requested by the Plaintiff, including, but not limited to, discovery concerning their financial condition and ability to pay this Final Judgment.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the parties for all purposes relating to the Consent, including, but not limited to, the enforcement of this Final

Consent Judgment

[Signature]

BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida.
WITNESS my hand and seal at Fort Lauderdale Florida, this the 13 day of October 2015

10/13/15

NICOLE TURNER
Clerk of the Court

Consent Judgment.

DONE AND ORDERED in Chambers this ___ day of _____, 20__.

DALE ROSS
CIRCUIT COURT JUDGE

Copies furnished to:

Copies furnished to:

Carl F. Schoeppl, Esq.
Terry A. C. Gray, Esq.
SCHOEPL & BURKE, P.A.
4651 North Federal Highway
Boca Raton, Florida 33431
Telephone: (561) 394-8301
Facsimile: (561) 394-3121
E-mail: carl@schoepplburke.com
E-mail: tgray@schoepplburke.com

Counsel for Plaintiff TCA Global Credit Master Fund, L.P.

Ephraim Michael, Esq.
The Michael Law Firm
10 Glenlake Parkway, Suite 130
Atlanta, GA 30328
Telephone: (678) 620-3965
Facsimile: (678) 348-7292
Email: emichael@michaellawfirm.com

Counsel for Defendants (unadmitted in Florida)

MyECheck, Inc.
c/o Edward R. Starrs, CEO
2600 E. Bidwell St., Suite 140
Folsom, CA 95630
Telephone: (844) 693.2432
Facsimile: (916) 542-7991

Greenpay, LLC
c/o Edward R. Starrs, Interim CEO
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Telephone: (844) 693.2432
Facsimile: (916) 542-7991

Mr. Edward R. Starrs
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Mr. Bruce M. Smith
401 Listowe Dr.
Folsom, CA 95630-6202

Exhibit “2”
(California Judgment)

FOR COURT USE ONLY

Attorney or party without attorney
Name, Address & Telephone No.

Scott R. Albrecht, Esq. SBN 201614 (949) 263-0004
SAMUELS, GREEN & STEEL, LLP
19800 MacArthur Blvd., Ste 1000
Irvine, CA 92612-2433

Attorney for (name) Judgment Creditor, TCA GLOBAL CREDIT MASTER FUND, L.P.

FILED/ENDORSED

MAR - 7 2016

By: P. Rodriguez



SUPERIOR COURT OF CALIFORNIA

County of Sacramento
720 Ninth Street, Room 102
Sacramento, CA 95814-1380
(916) 874-5522

Case Title

TCA GLOBAL CREDIT MASTER FUND, L.P.,
v.
MYECHACK, INC., et al.,

Case No. 34-2016-00191403

Judgment Pursuant to CCP 1710.25
(Sister State)

An application has been filed for entry of Judgment based upon Judgment entered in the State of:
FLORIDA

Pursuant to Section 1710.25, Code of Civil Procedure, Judgment is entered in favor of

Plaintiff/Judgment Creditor: TCA GLOBAL CREDIT MASTER FUND, L.P.

and against Defendant/Judgment Debtor: MYECHECK, INC., GREENPAY LLC, BRUCE M. SMITH,
EDWARD R. STARRS

for the amount shown in the application remaining unpaid under the Sister State Judgment:

\$ 581,111.44

Judgment Amount

Principal: \$ 581,111.44

Interest
(pursuant to
declaration) \$ 7,137.35

Costs \$ 435.00

Attorney Fees \$ 0.00

Total \$ 588,683.79

P. RODRIGUEZ

MAR - 7 2016

Date

Deputy Clerk

Exhibit “3”
(Judgment)


CLERK OF THE COURT

1 NOFA
BART K. LARSEN, ESQ.
2 Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
3 Nevada Bar No. 009688
KOLESAR & LEATHAM
4 400 South Rampart Blvd., Suite 400
Las Vegas, Nevada 89145
5 Telephone: (702) 362-7800
Facsimile: (702) 362-9472
6 E-Mail: blarsen@klnevada.com
ssherman@klnevada.com
7

8 Attorneys for Judgment Creditor,
TCA GLOBAL CREDIT MASTER FUND, L.P.

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 * * *

12 TCA GLOBAL CREDIT MASTER FUND,
13 L.P.,

CASE NO. A-16-741473-F

DEPT NO. XVII

14 Plaintiff,

15 vs.

16 MYECHECK, INC., a Wyoming corporation;
GREENPAY LLC, a Wyoming limited
17 liability corporation, BRUCE M. SMITH, an
individual, and EDWARD R. STARRS, an
18 individual,

19 Defendants.

20 NOTICE OF FILING OF FOREIGN JUDGMENT

21 PLEASE TAKE NOTICE that the Judgment Creditor TCA GLOBAL CREDIT
22 MASTER FUND, L.P. ("Judgment Creditor"), by and through its undersigned counsel of record
23 of the law firm Kolesar & Leatham, pursuant to the Uniform Enforcement of Foreign Judgments
24 Act (Chapter 17 of the Nevada Revised Statutes, and specifically N.R.S. § 17.330, *et seq.*), has
25 filed the following with this Court:

26 1. Application For Domestication of Foreign Judgment Pursuant to Uniform
27 Enforcement of Foreign Judgments Act (the "Application"), a true and correct copy of which is
28 attached hereto as Exhibit "1"; and

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

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2. Declaration of Shlomo S. Sherman, Esq. in Support of Application for Domestication of Foreign Judgment Pursuant to Uniform Enforcement of Foreign Judgments Act, a true and correct copy of which is attached hereto as **Exhibit "2"**;

3. Affidavit of Service, a true and correct copy of which is attached hereto as **Exhibit "3."**

Please note that the above-referenced Judgment being filed with this Court is in favor of the Judgment Creditor, and against Judgment Debtors MYECHECK, INC., a Wyoming corporation; GREENPAY LLC, a Wyoming limited liability corporation, BRUCE M. SMITH, an individual, and EDWARD R. STARRS, an individual.

DATED this 11th day of August, 2016.

KOLESAR & LEATHAM

By 

BART K. LARSEN, ESQ.
Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

Attorneys for Judgment Creditor,
TCA GLOBAL CREDIT MASTER FUND, L.P.

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 11th day of August, 2016, I caused to be served a true and correct copy of foregoing Notice of Filing of Foreign Judgment in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities to those parties listed on the Court's Master Service List.

(UNITED STATES MAIL) For those Parties not registered pursuant to Administrative Order 14-2, service was made by depositing a copy of the above-referenced document for mailing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, to the parties listed below at their last-known mailing addresses, on the date above written:

MyECheck, Inc.
c/o Edward R. Starrs, President
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Greenpay, LLC
c/o Edward R. Starrs, Interim CEO
829 W. Palmdale Blvd., #68
Palmdale, CA 93551

MyECheck, Inc.
c/o Edward R. Starrs, President
1712 Pioneer Ave., Suite 500
Cheyenne, WY 82001

Mr. Edward R. Starrs
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

MyECheck, Inc.
c/o Edward R. Starrs, President
1101 Investment Blvd, Suite 125
El Dorado Hills, CA 95762

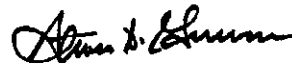
Mr. Edward R. Starrs
1101 Investment Blvd, Suite 125
El Dorado Hills, CA 95762

Greenpay, LLC
c/o Edward R. Starrs, Interim CEO
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Mr. Bruce M. Smith
401 Listowe Dr.
Folsom, CA 95630-6202

/s/ Mary A. Barnes
An Employee of KOLESAR & LEATHAM

Exhibit “1”



CLERK OF THE COURT

1 AFJ
BART K. LARSEN, ESQ.
2 Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
3 Nevada Bar No. 009688
KOLESAR & LEATHAM
4 400 South Rampart Blvd., Suite 400
Las Vegas, Nevada 89145
5 Telephone: (702) 362-7800
Facsimile: (702) 362-9472
6 E-Mail: blarsen@klnevada.com
ssherman@klnevada.com
7

8 Attorneys for Judgment Creditor,
TCA GLOBAL CREDIT MASTER FUND, L.P.

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 * * *

12 TCA GLOBAL CREDIT MASTER FUND,
L.P.,

13 Plaintiff,

14 vs.

15 MYECHECK, INC., a Wyoming corporation;
16 GREENPAY LLC, a Wyoming limited
17 liability corporation, BRUCE M. SMITH, an
18 individual, and EDWARD R. STARRS, an
individual,

19 Defendants.

CASE NO. A-16-741473-F

DEPT NO. XVII

**APPLICATION FOR DOMESTICATION
OF FOREIGN JUDGMENT PURSUANT
TO UNIFORM ENFORCEMENT OF
FOREIGN JUDGMENTS ACT**

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

20 Judgment Creditor TCA GLOBAL CREDIT MASTER FUND, L.P. ("Judgment
21 Creditor"), by and through its undersigned counsel of record of the law firm Kolesar & Leatham,
22 hereby files its foreign judgment pursuant to the Uniform Enforcement of Foreign Judgments
23 Act (Chapter 17 of the Nevada Revised Statutes, and specifically N.R.S. § 17.330, *et seq.*), and
24 registers an exemplified copy of the Final Consent Judgment entered against Judgment Debtors
25 MYECHECK, INC., a Wyoming corporation; GREENPAY LLC, a Wyoming limited liability
26 corporation, BRUCE M. SMITH, an individual, and EDWARD R. STARRS, an individual
27 (collectively, "Judgment Debtors"), presided over by the Hon. Circuit Judge Dale Ross, and
28 entered by the Clerk for the County of Broward, State of Florida, on October 19, 2015. The

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exemplified copy of the Judgment is attached hereto as Exhibit "1".

Accordingly, giving full faith and credit to the State of Florida, the attached Judgment is entitled to be recognized and enforced in the State of Nevada.

DATED this 10th day of August, 2016.

KOLESAR & LEATHAM



By

BART K. LARSEN, ESQ.
Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

Attorneys for Judgment Creditor,
TCA GLOBAL CREDIT MASTER FUND, L.P.

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

Exhibit “1”

Exhibit “1”

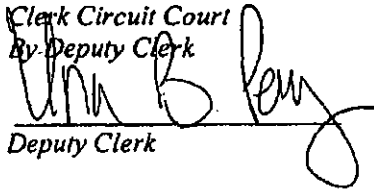
STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of 15-12743-08 TCA GLOBAL CREDIT MASTER FUND, L.P., VS MYCHECK, INC; GREENPAY LLC, BRUCE M SMITH, AND EDWARD R STARRS CERTIFIED COPY OF FINAL CONSENT JUDGMENT.

AS FILED IN MY OFFICE,

WITNESS my hand and Official Seal in the City of Fort Lauderdale, Florida this 4th day of NOVEMBER A.D. 2015.

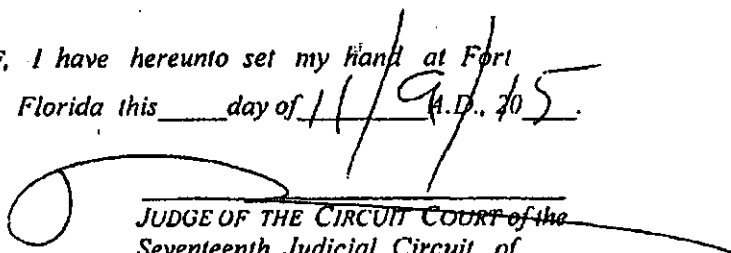
HOWARD C. FORMAN
Clerk Circuit Court
By Deputy Clerk


Deputy Clerk

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, DALE ROSS Judge of the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, DO CERTIFY that CLORA B PERRY whose name is subscribed to the foregoing certificate and attestation is the duly appointed Deputy Clerk of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, and the seal thereto affixed is the genuine seal of the said Court, and that the said certificate and attestation are in due form and made by the proper officer, and that full faith and credit are due and ought to be given to all the official acts of said Clerk, as well in courts of judicature as elsewhere.

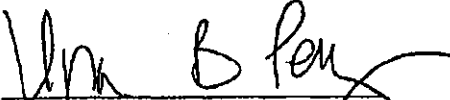
IN TESTIMONY WHEREOF, I have hereunto set my hand at Fort Lauderdale, Broward County, Florida this ___ day of 11/9 A.D. 2015.


JUDGE OF THE CIRCUIT COURT of the
Seventeenth Judicial Circuit of
Florida in and for Broward County

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, CLORA B PERRY Deputy Clerk of the Circuit Court in and for the County of Broward, State of Florida, DO HEREBY CERTIFY this the Honorable DALE ROSS, Judge of the Circuit court of the Seventeenth Judicial Circuit in and for Broward County, duly commissioned, qualified and acting and that the signature to the foregoing, certificate and attestation is genuine and in his or her own proper handwriting and that full faith and credit are due and ought to be given to all of his or her official acts as well in courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I have ~~unto~~ set my hand and the seal of Said Court at Fort Lauderdale, Florida, this 18th day of Nov A.D., 2015.


Deputy Clerk of the Circuit Court
In and for Broward County, Florida

IN THE CIRCUIT COURT OF THE
17th JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

TCA GLOBAL CREDIT MASTER FUND, CIVIL DIVISION
L.P.,

CASE NO. CACE 15-012743 Div 08

Plaintiff,

vs.

Circuit Judge Hon. Dale Ross

MYECHECK, INC., a Wyoming corporation;
GREENPAY LLC, a Wyoming limited liability
corporation, BRUCE M. SMITH, an
individual, and EDWARD R. STARRS, an
individual,

Defendants.

FINAL CONSENT JUDGMENT

THIS MATTER came before the Court upon the Ex Parte Motion of Plaintiff TCA Global Credit Master Fund, L.P. ("TCA Fund") for Entry of the Final Consent Judgment (the "Motion"), TCA Fund's Declaration of Non-Compliance, and the consent to entry of a Final Consent Judgment by consent-party Defendants Myecheck, Inc., Greenpay LLC, Bruce M. Smith, and Edward R. Starrs, (collectively, the "Defendants" and with TCA Fund, collectively, the "Parties"), as embodied in the First Amendment to Credit Agreement (the "Consent"), and the Court, after considering the Motion, the Declaration of Non-Compliance, and the Consent, in which the Defendants, *inter alia*, consent to the *ex parte* entry of this Final Consent Judgment holding them jointly and severally liable to TCA Fund, for all amounts due and owing under the Purchase Agreement (the "Aggregate Amounts Due"), and waive the making of any findings of fact and conclusions of law in this Final Consent Judgment, and waive the right to appeal, or

otherwise contest the validity of this Final Consent Judgment, and being otherwise duly advised in the premises, it is hereby:

ORDERED that Defendants Myecheck, Inc., Greenpay LLC, Bruce M. Smith, and Edward R. Starrs, are jointly and severally liable to the Plaintiff TCA Global Credit Master Fund, L.P. for all amounts due and owing under the Purchase Agreement for the Aggregate Amounts Due of Five Hundred and Seventy Seven Thousand Three Hundred and Fifty Eight Dollars and Sixty One Cents (\$577,358.61) which includes principal, interest, pre-judgment interest at the default rate of 18% *per annum* (.0005 daily rate expressed as a decimal), for the time period between the date of the default on July 30, 2015 through to October 6, 2015 plus 3,752.83 for the 13 days between the filing of the Motion and the entry of the Final Consent Judgment, plus post-judgment interest thereon at the rate of 4.75% *per annum* (.0001319 daily rate expressed as a decimal) remaining due and owing to TCA Fund under the terms of the Purchase Agreement, for which amount let execution issue.

IT IS FURTHER ORDERED that Plaintiff TCA Fund is hereby awarded its reasonable attorneys' fees and costs, the amount of which shall be determined pursuant to a separate, timely filed Motion for Attorney's Fees and Costs.

IT IS FURTHER ORDERED that Defendants Myecheck, Inc., Greenpay LLC, Bruce M. Smith, and Edward R. Starrs shall each cooperate with the Plaintiff, and provide any and all reasonable and proper discovery requested by the Plaintiff, including, but not limited to, discovery concerning their financial condition and ability to pay this Final Judgment.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over the parties for all purposes relating to the Consent, including, but not limited to, the enforcement of this Final

Consent Judgment

BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida.
WITNESS my hand and the Seal of said County at Lauderdale Florida, this the 13 day of October 2015
NICOLE TURNER
Clerk of the Court

10/13/15

NICOLE TURNER

Consent Judgment.

DONE AND ORDERED in Chambers this ___ day of _____, 20__.

DALE ROSS
CIRCUIT COURT JUDGE

Copies furnished to:

Copies furnished to:

Carl F. Schoepl, Esq.
Terry A. C. Gray, Esq.
SCHOEPL & BURKE, P.A.
4651 North Federal Highway
Boca Raton, Florida 33431
Telephone: (561) 394-8301
Facsimile: (561) 394-3121
E-mail: carl@schoeplburke.com
E-mail: tgray@schoeplburke.com

Counsel for Plaintiff TCA Global Credit Master Fund, L.P.

Ephraim Michael, Esq.
The Michael Law Firm
10 Glenlake Parkway, Suite 130
Atlanta, GA 30328
Telephone: (678) 620-3965
Facsimile: (678) 348-7292
Email: emichael@michaellawfirm.com

Counsel for Defendants (unadmitted in Florida)

MyECheck, Inc.
c/o Edward R. Starrs, CEO
2600 E. Bidwell St., Suite 140
Folsom, CA 95630
Telephone: (844) 693.2432
Facsimile: (916) 542-7991

Greenpay, LLC
c/o Edward R. Starrs, Interim CEO
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Telephone: (844) 693.2432
Facsimile: (916) 542-7991

Mr. Edward R. Starrs
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Mr. Bruce M. Smith
401 Listowe Dr.
Folsom, CA 95630-6202

Exhibit “2”


CLERK OF THE COURT

1 **DECL**
BART K. LARSEN, ESQ.
2 Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
3 Nevada Bar No. 009688
KOLESAR & LEATHAM
4 400 South Rampart Blvd., Suite 400
Las Vegas, Nevada 89145
5 Telephone: (702) 362-7800
Facsimile: (702) 362-9472
6 E-Mail: blarsen@klnevada.com
ssherman@klnevada.com
7

8 Attorneys for Judgment Creditor,
TCA GLOBAL CREDIT MASTER FUND, L.P.

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 * * *

12 TCA GLOBAL CREDIT MASTER FUND,
L.P.,

CASE NO. A-16-741473-F

DEPT NO. XVII

13
14 Plaintiff,

15 vs.

16 MYECHECK, INC., a Wyoming corporation;
GREENPAY LLC, a Wyoming limited
17 liability corporation, BRUCE M. SMITH, an
individual, and EDWARD R. STARRS, an
18 individual,

19 Defendants.

20
21 **DECLARATION OF SHLOMO S. SHERMAN, ESQ. IN SUPPORT OF APPLICATION**
22 **FOR DOMESTICATION OF FOREIGN JUDGMENT PURSUANT TO UNIFORM**
ENFORCEMENT OF FOREIGN JUDGMENTS ACT

23 SHLOMO S. SHERMAN, ESQ., hereby declares as follows:

24 1. I am a shareholder with the law firm of Kolesar & Leatham and am counsel for
25 the Judgment Creditor, TCA GLOBAL CREDIT MASTER FUND, L.P. ("Judgment Creditor").

26 2. I make this Declaration in support of the Judgment Creditor's Application for
27 Domestication of Foreign Judgment Pursuant to Uniform Enforcement of Foreign Judgments Act
28 (the "Application").

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 3. I am a resident of the State of Nevada, over twenty-one (21) years of age, and am
2 in all ways competent to testify to the facts set forth in this Declaration. The facts contained
3 herein are of my own personal knowledge, except where indicated otherwise.

4 4. Upon information and belief, on or about October 19, 2015, the Clerk of Broward
5 County, State of Florida, entered a FINAL CONSENT JUDGMENT (the "Judgment") in favor
6 of Judgment Creditor, and against Judgment Debtors MYE CHECK, INC., a Wyoming
7 corporation; GREENPAY LLC, a Wyoming limited liability corporation, BRUCE M. SMITH,
8 an individual, and EDWARD R. STARRS, an individual (collectively, "Judgment Debtors"). An
9 exemplified copy of the Judgment is attached to the Application as Exhibit "1".

10 5. Upon information and belief, the last known addresses of the Judgment Debtors,
11 respectively, are as follows:

12 MyECheck, Inc.
13 c/o Edward R. Starrs, President
14 2600 E. Bidwell St., Suite 140
15 Folsom, CA 95630

16 MyECheck, Inc.
17 c/o Edward R. Starrs, President
18 1712 Pioneer Ave., Suite 500
19 Cheyenne, WY 82001

20 MyECheck, Inc.
21 c/o Edward R. Starrs, President
22 1101 Investment Blvd, Suite 125
23 El Dorado Hills, CA 95762

24 Greenpay, LLC
25 c/o Edward R. Starrs, Interim CEO
26 2600 E. Bidwell St., Suite 140
27 Folsom, CA 95630

28 Greenpay, LLC
 c/o Edward R. Starrs, Interim CEO
 829 W. Palmdale Blvd., #68
 Palmdale, CA 93551

 Mr. Edward R. Starrs
 2600 E. Bidwell St., Suite 140
 Folsom, CA 95630

 Mr. Edward R. Starrs
 1101 Investment Blvd, Suite 125
 El Dorado Hills, CA 95762

 Mr. Bruce M. Smith

401 Listowe Dr.
Folsom, CA 95630-6202

6. Upon information and belief, the Judgment is valid and enforceable against the Judgment Debtors, and has not been satisfied either in whole or in part.

7. I declare under penalty of perjury, pursuant to the laws of the State of Nevada that the foregoing is true and correct.

Executed on the 10th day of August, 2016, in Las Vegas, Nevada.



SHLOMO S. SHERMAN, ESQ.

KOLESAR & LEATHAM

400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

Tel: (702) 362-7800 / Fax: (702) 362-9472

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Exhibit “3”


CLERK OF THE COURT

1 AOS
2 BART K. LARSEN, ESQ.
3 Nevada Bar No. 008538
4 SHLOMO S. SHERMAN, ESQ.
5 Nevada Bar No. 009688
6 KOLESAR & LEATHAM
7 400 South Rampart Blvd., Suite 400
8 Las Vegas, Nevada 89145
9 Telephone: (702) 362-7800
10 Facsimile: (702) 362-9472
11 E-Mail: blarsen@klnevada.com
12 ssherman@klnevada.com

13 Attorneys for Judgment Creditor,
14 TCA GLOBAL CREDIT MASTER FUND, L.P.

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 * * *

18 TCA GLOBAL CREDIT MASTER FUND,
19 L.P.,

20 Plaintiff,

21 vs.

22 MYECHECK, INC., a Wyoming corporation;
23 GREENPAY LLC, a Wyoming limited
24 liability corporation, BRUCE M. SMITH, an
25 individual, and EDWARD R. STARRS, an
26 individual,

27 Defendants.

28 CASE NO. A-16-741473-F

DEPT NO. XVII

29 AFFIDAVIT OF SERVICE

30 The undersigned hereby certifies that on the 11th day of August, 2016, I served a copy of:
31 (1) the Application For Domestication of Foreign Judgment Pursuant to Uniform Enforcement of
32 Foreign Judgments Act; and (2) Declaration of Shlomo S. Sherman, Esq. in Support of
33 Application for Domestication of Foreign Judgment Pursuant to Uniform Enforcement of
34 Foreign Judgments Act (the "Domestication Documents"), by personally depositing copies of the
35 Domestication Documents in a mail box of the United States Post Office, enclosed in a sealed
36 envelope, postage prepaid, certified mail, return receipt requested, addressed to the following at
37 their last known addresses:
38

KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

KOLESAR & LEATHAM

400 S. Rampart Boulevard, Suite 400
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MyECheck, Inc.
c/o Edward R. Starrs, President
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

MyECheck, Inc.
c/o Edward R. Starrs, President
1712 Pioneer Ave., Suite 500
Cheyenne, WY 82001

MyECheck, Inc.
c/o Edward R. Starrs, President
1101 Investment Blvd, Suite 125
El Dorado Hills, CA 95762

Greenpay, LLC
c/o Edward R. Starrs, Interim CEO
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Greenpay, LLC
c/o Edward R. Starrs, Interim CEO
829 W. Palmdale Blvd., #68
Palmdale, CA 93551

Mr. Edward R. Starrs
2600 E. Bidwell St., Suite 140
Folsom, CA 95630

Mr. Edward R. Starrs
1101 Investment Blvd, Suite 125
El Dorado Hills, CA 95762

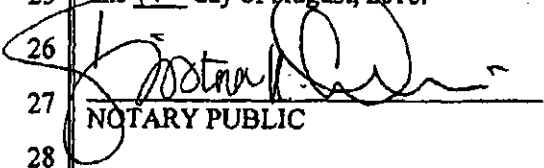
Mr. Bruce M. Smith
401 Listowe Dr.
Folsom, CA 95630-6202

I declare under penalty of perjury, pursuant to the laws of the State of Nevada that the foregoing is true and correct.

Executed on the 11th day of August, 2016, in Las Vegas, Nevada.


An Employee of KOLESAR & LEATHAM

SUBSCRIBED and SWORN to before me
this 11 day of August, 2016.


NOTARY PUBLIC

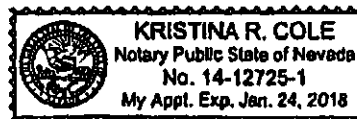


Exhibit “4”
(Request for Notice)

DOUGLAS COUNTY, NV

2016-885856

Rec:\$14.00

\$14.00

Pgs=1

08/11/2016 03:20 PM

KOLESAR & LEATHAM, CHTD.

KAREN ELLISON, RECORDER

APN: 1319-30-712-007

RECORDING REQUESTED BY:
TCA GLOBAL CREDIT MASTER FUND, L.P.

WHEN RECORDED MAIL TO:
TCA GLOBAL CREDIT MASTER FUND, L.P.
c/o KOLESAR & LEATHAM
400 S. Rampart Blvd., Suite 400
Las Vegas, Nevada 89145
Attn: Shlomo S. Sherman, Esq.

REQUEST FOR NOTICE
Under NRS Chapter 116

The undersigned is a person with an interest in the real property described herein, belonging to GreenPay LLC. Pursuant to NRS 116.31168, the name of the property owner is GreenPay LLC, and the name of the common-interest community is The Tahoe Village Homeowners Association. This Request for Notice relates to any liens recorded against the property.

Accordingly, the undersigned hereby requests that a copy of any notice of default and a copy of any notice of sale sent pursuant to NRS Chapter 116, including but not limited to NRS 116.31168, is mailed to the address listed below.

TCA GLOBAL CREDIT MASTER FUND, L.P.

Address for Notices:
TCA GLOBAL CREDIT MASTER FUND, L.P.
c/o Shlomo S. Sherman, Esq.
KOLESAR & LEATHAM
400 S. Rampart Blvd., Suite 400
Las Vegas, Nevada 89145

By: 
SHLOMO S. SHERMAN, ESQ., ATTORNEY
DATED: August 11, 2016

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF NEVADA)
COUNTY OF CLARK)

On August 11, 2016, before me, MARY A. BARNES Notary Public, personally appeared, SHLOMO S. SHERMAN, ESQ. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mary A Barnes
Signature of Notary

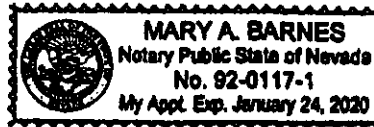


Exhibit “5”
(Transfer Deed – Zephyr Cove Property)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

David R. Morris
Morris Law Group, PLC
5137 Golden Foothill Parkway, Ste. 110
El Dorado Hills, CA, 95762

DOUGLAS COUNTY, NV **2016-887245**
Rec: \$15.00
Total: \$15.00 **09/07/2016 12:23 PM**
MORRIS LAW GROUP, PLC Pgs=3



KAREN ELLISON, RECORDER E07

MAIL TAX STATEMENTS TO
Ed Starrs
1743 Terracina Drive
El Dorado Hills, CA 95762

TRANSFER DEED
APN: 1318-15-110-002

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)
The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct.

THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Documentary transfer tax is \$0. Transfer into a trust (R&T Code § 11930)

GRANTOR: GreenPay LLC, Edward Robert Starrs, Manager,
hereby GRANTS to: 1st Base Trust, Edward Robert Starrs, trustee,

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE

More commonly known as 600 US HWY 50, Pinewild #2, Zephyr Cove, NV 89448

Dated: July 19, 2016

Edward Robert Starrs
Edward Robert Starrs, Grantor

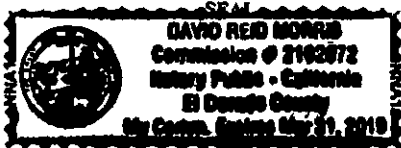
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF EL DORADO §

On this July 19, 2016, before me, David Reid Morris, Esq., Notary Public, personally appeared Edward Robert Starrs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.



David R. Morris
David R. Morris, Esq., Notary Public

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL NO. 1

Unit No. 2, as shown on the official plat of PINEWILD, A CONDOMINIUM, filed for record in the office of the County Recorder, Douglas County, Nevada, on June 26, 1973, as Document No. 87150.

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Areas" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, A Condominium Project, recorded March 11, 1978, in Book 374 of Official Records at Page 193. Limited Common Area and thereby allocated to the unit described in Parcel No. 1, above and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions, and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

APN: 1318-15-110-002

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 1318-15-110-002
 b) _____
 c) _____
 d) _____

2. Type of Property:

a) <input type="checkbox"/>	Vacant Land	b) <input type="checkbox"/>	Single Fam Res.
c) <input checked="" type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'l/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

FOR RECORDERS OPTIONAL USE ONLY
 Notes: Identified Trust Cat - 92
Per Linda SHARKEY - OK TO ADD
without Consideration? Address

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)	<u>\$ 1,300,000.00</u>
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: (7)
 b. Explain Reason for Exemption:
A mere change transferring from one LLC to a Trust - Without Consideration

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 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 [Signature] Capacity Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: GreenPay LLC
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

(REQUIRED)
 Print Name: Base Trust
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)
 Print Name: Edward Robert Starrs Escrow # _____
 Address: 1743 Terracina Drive
 City: El Dorado Hills State: CA Zip: 95762

Exhibit "6"
(Transfer Deed – Stateline Property)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
David R. Morris
Morris Law Group, PLC
5137 Golden Foothill Parkway, Ste. 110
El Dorado Hills, CA, 95762

DOUGLAS COUNTY, NV 2016-887246
Rec:\$14.00
Total:\$14.00 09/07/2016 12:23 PM
MORRIS LAW GROUP, PLC Pgs=2



KAREN ELLISON, RECORDER

E07

MAIL TAX STATEMENTS TO
Ed Starrs
1743 Terracina Drive
El Dorado Hills, CA 95762

TRANSFER DEED
APN: 1319-30-712-007

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)
The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Documentary transfer tax is \$0. Transfer into a trust (R&T Code § 11930)

GRANTOR: GreenPay LLC, Edward Robert Starrs, Manager,
hereby **GRANTS** to: 1st Base Trust, Edward Robert Starrs, trustee,

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

Lot 121, Unit D Tahoe Village Unit No. 1 and amended Map of Alpine Village Unit No. 1, filed in the Office of the County Recorder of Douglas County, Nevada on December 7, 1971, as File No. 55769.

More commonly known as: 432A, Quaking Aspen Lane, Stateline, NV 89449

Dated: July 19, 2016

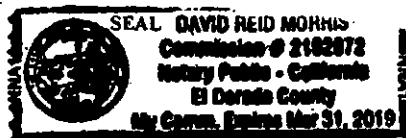
Edward Robert Starrs, Grantor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF EL DORADO §

On this July 19, 2016, before me, David Reid Morris, Esq., Notary Public, personally appeared Edward Robert Starrs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



WITNESS my hand and official seal.

David R. Morris, Esq., Notary Public

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)
 a) 1319-30-712-007
 b) _____
 c) _____
 d) _____

2. Type of Property:
- | | | | |
|--|--------------|-----------------------------|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input checked="" type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY
 Notes: Verified that deed - OK
Per Linda SHARKEY - OK TO ADD
without consideration - Address
OK

3. Total Value/Sales Price of Property: \$ 10,000.00
 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: (7.)
 b. Explain Reason for Exemption:
A mere change transferring from one LLC to a TRUST - without consideration

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.080 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 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 Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)
 Print Name: GreenPay LLC
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

(REQUIRED)
 Print Name: 1st Base Trust
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)
 Print Name: Edward Robert Starrs Escrow # _____
 Address: 1743 Terracina Drive
 City: El Dorado Hills State: CA Zip: 95762

EXHIBIT G

DOUGLAS COUNTY, NV

2016-887904

Rec:\$18.00

\$18.00

Pgs=5

09/22/2016 01:58 PM

KOLESAR & LEATHAM, CHTD.

KAREN ELLISON, RECORDER

APN# 1319-30-712-007

Recording Requested by/Mail to:

Name: Kolesar & Leatham

Address: 400 S. Rampart Blvd., Ste 400

City/State/Zip: Las Vegas, NV 89145

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Notice of Lis Pendens

Title of Document (required)

----- (Only use if applicable) -----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

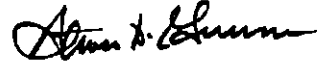
Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

\$1.00 Additional Recording Fee for Use of This Page



CLERK OF THE COURT

1 BART K. LARSEN, ESQ.
Nevada Bar No. 008538
2 SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
3 **KOLESAR & LEATHAM**
400 South Rampart Blvd., Suite 400
4 Las Vegas, Nevada 89145
Telephone: (702) 362-7800
5 Facsimile: (702) 362-9472
E-Mail: blarsen@klnevada.com
6 ssherman@klnevada.com

7 Attorneys for Judgment Creditor,
8 TCA GLOBAL CREDIT MASTER FUND, L.P.

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 * * *

12 TCA GLOBAL CREDIT MASTER FUND,
L.P.,

CASE NO. A-16-743825-C

DEPT NO. XXXI

13 Plaintiff,

14 vs.

NOTICE OF LIS PENDENS

15 GREENPAY LLC, a Wyoming limited
liability corporation, EDWARD R. STARRS,
16 an individual, and EDWARD STARRS as
Trustee of 1ST BASE TRUST; and DOES 1
17 through 10, inclusive,

18 Defendants.

19 PLEASE TAKE NOTICE that a civil action has been initiated in District Court OF Clark
20 County Nevada by Plaintiff, TCA GLOBAL CREDIT MASTER FUND, L.P. ("Plaintiff")
21 against the above-named Defendants, which suit is now pending, and involves the title to real
22 property situated in Douglas County, Nevada, described as follows, and more specifically
23 described in composite **Exhibit "A"** hereto.:

- 24 1. 432 Quaking Aspen Ln #D, Stateline, Nevada 89449, Assessor Parcel No. 1319-30-
25 712-007; and
26 2. 600 Highway 50 #2, Zephyr Cove, Nevada 89448, Assessor Parcel No. 1318-15-110-
27 002.

28 ///

KOLESAR & LEATHAM, CHTD.
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 The purpose of the action and the relief demanded is, *inter alia*, to void the alleged
2 fraudulent transfers of the aforementioned properties made by Defendant GREENPAY LLC.

3 DATED this 21st day of September, 2016.

4 **KOLESAR & LEATHAM**

5
6 By 

BART K. LARSEN, ESQ.
Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

Attorneys for Plaintiff
TCA GLOBAL CREDIT MASTER FUND, L.P.

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KOLESAR & LEATHAM, CHTD.
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102
Tel: (702) 362-7800 / Fax: (702) 362-9472

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE


CLERK OF THE COURT

SEP 22 2016

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 121, UNIT D TAHOE VILLAGE UNIT NO. 1 AND AMENDED MAP OF ALPINE VILLAGE UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 7, 1971, AS FILE NO. 55769.

COMMONLY KNOWN AS: 432A QUAKING ASPEN LANE, STATELINE, NEVADA 89449

APN: 1319-30-712-007

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL NO. 1

Unit No. 2, as shown on the official plat of PINEWILD, A CONDOMINIUM, filed for record in the office of the County Recorder, Douglas County, Nevada, on June 28, 1973, as Document No. 67150.

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said units designated as "Restricted Common Areas" on the Subdivision Map referred to in Parcel No. 1 above.

PARCEL NO. 3

An undivided interest as tenants in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, A Condominium Project, recorded March 11, 1978, in Book 374 of Official Records at Page 193. Limited Common Area and thereby allocated to the unit described in Parcel No. 1, above and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the common areas defined and set forth in said Declaration of Covenants, Conditions and restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments maintenance and repair over the Common Areas as defined and set forth in the Declaration of Covenants, Conditions, and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

APN: 1318-15-110-002

EXHIBIT H

DOUGLAS COUNTY, NV

2016-887905

Rec:\$18.00

\$18.00

Pgs=5

09/22/2016 02:02 PM

KOLESAR & LEATHAM, CHTD.

KAREN ELLISON, RECORDER

APN# 1318-15-110-002

Recording Requested by/Mail to:

Name: Kolesar & Leatham

Address: 400 S. Rampart Blvd., Ste 400

City/State/Zip: Las Vegas, NV 89145

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____

Notice of Lis Pendens

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording contains personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

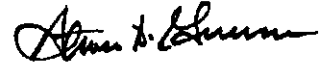
Military Discharge – NRS 419.020(2)

Signature

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

\$1.00 Additional Recording Fee for Use of This Page



CLERK OF THE COURT

1 BART K. LARSEN, ESQ.
Nevada Bar No. 008538
2 SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
3 **KOLE SAR & LEATHAM**
400 South Rampart Blvd., Suite 400
4 Las Vegas, Nevada 89145
Telephone: (702) 362-7800
5 Facsimile: (702) 362-9472
E-Mail: blarsen@klnevada.com
6 ssherman@klnevada.com

7 Attorneys for Judgment Creditor,
8 TCA GLOBAL CREDIT MASTER FUND, L.P.

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 * * *

12 TCA GLOBAL CREDIT MASTER FUND,
L.P.,

CASE NO. A-16-743825-C

13 Plaintiff,

DEPT NO. XXXI

14 vs.

NOTICE OF LIS PENDENS

15 GREENPAY LLC, a Wyoming limited
liability corporation, EDWARD R. STARRS,
16 an individual, and EDWARD STARRS as
Trustee of 1ST BASE TRUST; and DOES 1
17 through 10, inclusive,

18 Defendants.

19 PLEASE TAKE NOTICE that a civil action has been initiated in District Court OF Clark
20 County Nevada by Plaintiff, TCA GLOBAL CREDIT MASTER FUND, L.P. ("Plaintiff")
21 against the above-named Defendants, which suit is now pending, and involves the title to real
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25 712-007; and
26 2. 600 Highway 50 #2, Zephyr Cove, Nevada 89448, Assessor Parcel No. 1318-15-110-
27 002.

28 ///

KOLE SAR & LEATHAM, CHTD.
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 The purpose of the action and the relief demanded is, *inter alia*, to void the alleged
2 fraudulent transfers of the aforementioned properties made by Defendant GREENPAY LLC.

3 DATED this 21st day of September, 2016.

4 **KOLESAR & LEATHAM**

5
6 By 

BART K. LARSEN, ESQ.
Nevada Bar No. 008538
SHLOMO S. SHERMAN, ESQ.
Nevada Bar No. 009688
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

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8 Attorneys for Plaintiff
9 TCA GLOBAL CREDIT MASTER FUND, L.P.
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KOLESAR & LEATHAM, CHTD.
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102
Tel: (702) 362-7800 / Fax: (702) 362-9472

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CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE


CLERK OF THE COURT

SEP 22 2016

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 121, UNIT D TAHOE VILLAGE UNIT NO. 1 AND AMENDED MAP OF ALPINE VILLAGE UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 7, 1971, AS FILE NO. 55769.

COMMONLY KNOWN AS: 432A QUAKING ASPEN LANE, STATELINE, NEVADA 89449

APN: 1319-30-712-007

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL NO. 1

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PARCEL NO. 4

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APN: 1318-15-110-002

EXHIBIT I

RECORDING REQUESTED BY:
LSI Title Company, Inc.

Escrow No.: 19943LJ
Title No.: 120389324

WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:
MyCheck, Inc.
4140 Borders Drive
El Dorado Hills, CA 95762



El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2014-0011545-00

Check Number 13091
Friday, MAR 28, 2014 11:09:18
Ttl Pd \$736.00 Rcpt # 0001592789
JLR/C1/1-3

Parcel No.: 122-210-25-100

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$715.00

- Computed on full value of property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area of El Dorado Hills.

**PCOS
FILED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Wells Fargo Bank, N.A., As Trustee, on behalf of the Holders of the Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12 hereby GRANT(S) to MyCheck, Inc.

the following described real property in the Unincorporated Area of El Dorado Hills, County of El Dorado, State of California:

Legal description attached hereto and made a part hereof marked Exhibit "One"

DATED: February 19, 2014

Wells Fargo Bank, N.A., As Trustee, on behalf of the
Holders of the Harborview Mortgage Loan Trust
Mortgage Loan Pass-Through Certificates, Series
2006-12

BY:  3/4/14

Select Portfolio Servicing, Inc as attorney in Fact
Eric Nelson, Document Control Officer

Mail Tax Statements to same address as above

GRANT DEED

State of Utah
County of Salt Lake

On 7/4/14 before me, Holly WMBERT, Notary Public,
personally appeared

ERIL NELSON who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph
is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature] (Seal)

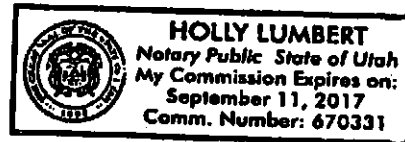


EXHIBIT "ONE"

LOT 157, AS SHOWN ON THAT CERTAIN MAP ENTITLED "SERRANO VILLAGE C 1- UNIT 5; FILED IN THE OFFICE OF THE COUNTY RECORDER OF EL DORADO COUNTY, STATE OF CALIFORNIA, ON OCTOBER 3, 2001, IN MAP BOOK I AT PAGE 110.

EXCEPTING THEREFROM: ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, INERT GASES, MINERALS AND METALS, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND REAL PROPERTY, WHETHER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, BUT WITHOUT, HOWEVER ANY RIGHT TO USE THE SURFACE OF SUCH LAND AND REAL PROPERTY OR ANY OTHER PORTION THEREOF, ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND AND REAL PROPERTY FOR ANY PURPOSES WHATSOEVER, AS EXCEPTED AND RESERVED IN THE DEEDS FROM EL DORADO HILLS INVESTORS LTD., A CALIFORNIA LIMITED PARTNERSHIP, RECORDED OCTOBER 23, 1989 IN BOOK 3227 OF OFFICIAL RECORDS, PAGES 279 AND 303.

GRANT DEED

03/28/2014, 20140011545



CALIFORNIA ASSOCIATION OF REALTORS

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property -- Attached or Detached (C.A.R. Form RPA-CA, Revised 4/13)

Date February 11, 2014

1. OFFER:

- A. THIS IS AN OFFER FROM MyEChock, Inc. ("Buyer").
B. THE REAL PROPERTY TO BE ACQUIRED is described as 1743 Terracina Dr. El Dorado Hills, CA 95762
C. THE PURCHASE PRICE offered is Six Hundred Fifty Thousand Dollars \$ 650,000.00
D. CLOSE OF ESCROW shall occur on (date) or 25 Days After Acceptance.

2. AGENCY:

- A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal.
C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Keller Williams Realty (Print Firm Name) is the agent of (check one) [] the Seller exclusively; or [X] both the Buyer and Seller. Selling Agent Keller Williams Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one) [] the Buyer exclusively; or [] the Seller exclusively; or [X] both the Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 20,000.00
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [] electronic funds transfer, [] other within 3 business days after acceptance (or [] Other)
OR (2) (if checked) [] Buyer has given the deposit by personal check (or [] Other) to the agent submitting the offer (or to []) made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or [] into Broker's trust account) within 3 business days after Acceptance (or [] Other).
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance, or [] If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is Delivered.

C. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 422,500.00 This loan will be conventional financing or, if checked, [] FHA, [] VA, [] Seller (C.A.R. Form SFA), [] assumed financing (C.A.R. Form PAA), [] Other . This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) [] SECOND LOAN: In the amount of \$ This loan will be conventional financing or, if checked, [] Seller (C.A.R. Form SFA), [] assumed financing (C.A.R. Form PAA), [] Other . This loan shall be at a fixed rate not to exceed % or, [] an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or []) days to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required requests Seller to pay for or otherwise correct. Seller has no obligation to pay c unless otherwise agreed in writing.

SUBJECT TO COUNTER OFFER AND/OR ADDENDUM

D. ADDITIONAL FINANCING TERMS:

E. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 207,500.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 650,000.00

Buyer's Initials (X) ()

Seller's Initials () ()



1743 Terracina Dr

Property Address: El Dorado Hills, CA 95762

Date: February 11, 2014

- G. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)
- H. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL:
- (i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;
- OR (ii) (if checked) the loan contingency shall remain in effect until the designated loans are funded.
- (4) NO LOAN CONTINGENCY (if checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, if checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.
- J. ALL CASH OFFER (if checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)
- K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- A. INSPECTIONS AND REPORTS:
- (1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by _____ a registered structural pest control company.
- (2) Buyer Seller shall pay to have septic or private sewage disposal systems inspected _____.
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____.
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____.
- (5) Buyer Seller shall pay for the following inspection or report _____.
- (6) Buyer Seller shall pay for the following inspection or report _____.
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:
- (1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
- (2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. _____
- C. ESCROW AND TITLE:
- (1) Buyer Seller shall pay escrow fee _____
Escrow Holder shall be _____
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 12E _____
Owner's title policy to be issued by _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)
- D. OTHER COSTS:
- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer Seller shall pay Homeowner's Association ("HOA") trans _____
- (4) Buyer Seller shall pay HOA document preparation fees _____
- (5) Buyer Seller shall pay for any private transfer fee _____
- (6) Buyer Seller shall pay the cost, not to exceed \$ _____, of a one-year home warranty plan, issued by _____, with the following optional coverages:
 Air Conditioner Pool/Spa Code and Permit upgrade Other: _____
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
- (7) Buyer Seller shall pay for _____
- (8) Buyer Seller shall pay for _____

SUBJECT TO COUNTER OFFER AND/OR ADDENDUM

Buyer's Initials () (_____)

Seller's Initials (_____) (_____)



1743 Terracina Dr

Property Address: El Dorado Hills, CA 95762

Date: February 11, 2014

5. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
 - B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or (AM PM) on the date of Close Of Escrow; or _____; or no later than _____ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.
 - C. Tenant-occupied property: (i) Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
- OR (ii) (if checked) Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)
- D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.
 - E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).
- (2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
- B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.
- B. ITEMS INCLUDED IN SALE:
 - (1) All EXISTING fixtures and fittings that are attached to the Property.
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked) stove(s), refrigerator(s);

Buyer's Initials (X) (_____)

Seller's Initials (_____) (_____)



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(3) The following additional items:

(4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(5) All items included shall be transferred free of liens and without Seller warranty.

C. **ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and

9. **CONDITION OF PROPERTY:** Unless otherwise agreed; (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

10. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's investigations and through the date possession is made available to Buyer.

D. Buyer indemnify and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Nonresponsibility" (C.A.R. Form NNR) for Buyer investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

11. **SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**

A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:

Seller Property Questionnaire (C.A.R. Form SPQ) OR Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)

B. **Addenda (if checked):** Addendum # (C.A.R. Form ADM)

Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)

Purchase Agreement Addendum (C.A.R. Form PAA) Septic, Well and Property Monument Addendum (C.A.R. Form SWP)

Short Sale Addendum (C.A.R. Form SSA) Other

C. **Advisories (if checked):** Buyer's Inspection Advisory (C.A.R. Form BIA)

Probate Advisory (C.A.R. Form PAK) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)

D. **Other Terms:** Buyer waives appraisal contingency. Should the property not appraise buyer shall pay the difference to the contract price. Seller to reinstall double oven and cook top similar to ones now missing.

12. **TITLE AND VESTING:**

A. Within the time specified in paragraph 14, Buyer shall be provided a current Index, Seller shall within 7 Days After Acceptance, give Escrow Holder a copy of offer by the title insurer to issue a policy of title insurance and may not contain any matter affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

SUBJECT TO COUNTER OFFER AND/OR ADDENDUM

Buyer's Initials (X) ()

Seller's Initials (CS) ()



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Property Address: El Dorado Hills, CA 95762

Date: February 11, 2014

13. SALE OF BUYER'S PROPERTY:

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

OR B. (If checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12A. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or 5) Days After Acceptance, unless otherwise agreed in writing, to:

(i) complete all Buyer investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and

(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.

(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) By the end of the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in 14B(1) and before Seller cancels, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.

(3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SRSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials (ERS) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



1743 Terracina Dr

Property Address: El Dorado Hills, CA 95762

Date: February 11, 2014

- 18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
- 22. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 - C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
 - G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - H. "Deliver", "Delivered" or "Delivery", means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8, regardless of the method used (i.e. messenger, mail, email, fax, other); OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).
 - I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
 - J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- 24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
 - B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
 - C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

Buyer's Initials (X AYS) (_____)

Seller's Initials (_____) (_____)



1743 Terracina Dr
Property Address: El Dorado Hills, CA 95762

Date: February 11, 2014

25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials [Signature] / Seller's Initials [Signature]

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials [Signature] / Seller's Initials [Signature]

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver nor violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

Buyer's Initials (X [Signature]) (_____)

Seller's Initials ([Signature]) (_____)

Reviewed by _____ Date _____



1743 Terracina Dr
Property Address: El Dorado Hills, CA 95762

Date: February 11, 2014

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Mike Gobbi, who is authorized to receive it, by 5:00 PM on the 11th Day after this offer is signed by Buyer (or, if checked, AM PM, on (date)).

Date 02/11/2014

Date _____

BUYER Edward L. Stern

BUYER _____

MyECheck, Inc.
(Print name)

(Print name)

(Address)

30. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

Form CO) DATED: _____

D (Initials) _____
S _____
T _____
U _____

Date _____
SELLE **SUBJECT TO COUNTER OFFER AND/OR ADDENDUM**
(Print name)

(Initials) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
 B. Agency relationships are confirmed as stated in paragraph 2.
 C. If specified in paragraph 3A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.
 D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Keller Williams Realty BRE Lic. # 01272617
 By Mike Gobbi BRE Lic. # 00784661 Date 02/11/2014
 Address 548 Gibson Dr. #200 City Roseville State CA Zip 95678
 Telephone (916) 300-8787 Fax (916) 580-6186 E-mail mikegobbi@ymail.com

Real Estate Broker (Listing Firm) Keller Williams Realty BRE Lic. # 01272617
 By Mike Gobbi BRE Lic. # 00784661 Date 02/11/2014
 Address 548 Gibson Dr. #200 City Roseville State CA Zip 95678
 Telephone (916) 601-6224 Fax (916) 580-6186 E-mail mikegobbi@ymail.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ 30,000 counter offer number _____ Seller's Statement of Information and 325-1112771111, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder LSI Title Escrow # 20000
 By _____ Date 02/11/2014
 Address 3220 El Camino Real
 Phone/Fax/E-mail Irving, CA 92602

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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REAL ESTATE BUSINESS SERVICES, INC.
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Reviewed by _____ Date _____
Broker or Designee _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 1743 Terracina Dr, El Dorado Hills, CA 95762 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
- 2. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
- 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
- 4. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-A REVISED 10/02 (PAGE 1 OF 2)

Buyer's Initials (X EPS) () ()

Seller's Initials () () () ()

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

Agent: Michael Gubbi Phone: 916.601.6224 Fax: 916.580.6186 Prepared using zipForm® software
Broker: Keller Williams Realty 548 Gibson Drive., #200 Roseville, CA 95678

BUYER'S CHOICE TO SELECT TITLE INSURANCE OR ESCROW AGENT

DATE: 2/14/14

BUYER: MyECheck, Inc

PROPERTY ADDRESS: 1743 Terracina Dr., El Dorado Hills, CA 95762

In connection with Buyer's purchase of the property, Buyer has the right to make an independent selection of the entity that will act as escrow agent in connection with closing of the property and has the right to select the title insurer from which buyer will purchase title insurance. Please select either item 1 or 2 as listed below.

1. I/we have been informed by the Seller that we have a right to select a title insurance company and escrow agent to furnish required insurance and escrow services in connection with this transaction. I/we understand that if we select our own services that we will be responsible to pay for the Owners Policy of Title Insurance and all escrow fees.

I/we select _____

2. I/we, after having been informed of this right, have no preference with respect to selecting a title insurance company or escrow agent and understand that if I/we use the services of the title insurer and escrow agent selected by the Seller, the Seller will pay the Owners Policy of Title Insurance. I/we agree to use the Seller's title insurer and escrow agent.

I/we agree to use LSI Title/Escrow for Title and Escrow Services

DocuSigned by:

Edward R. Starrs

2/14/2014

BUYER

ACCEPTOR/SEAL

MyECheck, Inc.

BUYER



CALIFORNIA ASSOCIATION OF REALTORS

REO ADVISORY For Properties Being Sold by a Lender After Foreclosure (C.A.R. Form REO, Revised 4/11)

Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762 ("Property")

The Seller of the Property is a lender who has acquired title to the Property either by foreclosure or through a deed given in lieu of foreclosure. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of the Property. However, even though Seller is exempt from many obligations, Seller must still comply with many others. Further, even though a Seller may be exempt from certain obligations, a real estate broker's obligations may still apply. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos, Improvement Bond Act, Supplemental Property Taxes, Private Transfer Fee: Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, and a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq.
2. Earthquake Guides: Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.

REQUIREMENTS:

- 1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS Form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the Property.
2. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD Form is not required to be completed.
3. Smoke Detectors: The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
4. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
5. Lead-based Paint: The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer with copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home"; and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
6. Carbon Monoxide Devices: The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
7. Tax Withholding: The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. However, an REO Seller which is a corporation or limited liability company, formed within the United States, and qualified either with the Secretary of State to do business in California or with a permanent place of business in California, will be exempt from withholding under both federal and California law.

Buyer's Initials (X EKS) (X)

Seller's Initials (X) ()

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REO REVISED 4/11 (PAGE 1 OF 2)

REO ADVISORY (REO PAGE 1 OF 2)

Reviewed by _____ Date _____



Agent: Mike Gobbi Phone: 916.300-8787 Fax: 916.580-6187 Prepared using zipForm® software
Broker: Keller Williams Realty 548 Gibson Dr #200 Roseville, CA 95678

Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762

Date: 2/14/14

- 8. **Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders. "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- 9. **Brokers:**
 - A. **Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
 - B. **Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. **Selection of Title and Escrow:** California Civil Code section 1103.22 prohibits Seller from requiring, directly or indirectly, a Buyer to purchase title insurance or escrow services from a particular title insurer or escrow agent in connection with the sale of residential property improved with four or fewer dwellings. The Buyer may agree to use the title or escrow provider recommended by Seller if the Buyer has been informed of the right to make an independent selection of the applicable service. This law is in effect until January 1, 2015. Federal law, 12 U.S.C. Section 2608, prohibits Seller from requiring, directly or indirectly, that the Buyer purchase title insurance from any particular title company as a condition of selling residential property improved with four or fewer dwellings if the purchase will be made with a federally-related mortgage loan. Seller and Buyer understand that Brokers do not require Buyer to purchase title or escrow services from any particular provider. Any communications from Seller that Broker may deliver to Buyer or Buyer's agent concerning the selection of title or escrow services should not be construed as Broker's endorsement or recommendation of, or request for Buyer to use, any particular title or escrow provider.
- 2. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales of Lender-owned property are exempt from such requirements.
- 3. **Amendments to Contract:** Seller-prepared addenda, amendments, or counter-offers or a Seller-prepared contract, may conflict with, contradict or be inconsistent with terms in Buyer's offer. Brokers cannot advise Buyer or Seller: (i) which specific terms in any offer may be affected; (ii) whether the terms in any such Seller-prepared documents are permissible under California Law; or (iii) in the event of a discrepancy between the Seller-prepared documents and any other Agreement between Buyer and Seller, which document or which terms may supersede the other. Buyer is advised to seek legal counsel to discuss the applicability and interpretation of any Seller-prepared documents prior to signing any such documents.
- 4. **Rental Property:** If the Property was occupied by a tenant at the time the lender acquired the Property and the tenant had a bona fide arm's length rental agreement at a fair market rate, the tenant may be entitled to the balance of their lease term, or at least a 90-day notice for termination of a month-to-month tenancy. In addition, certain rent control jurisdictions have asserted that the tenant has rights under rent control after a foreclosure. Moreover, the tenant may be entitled to the return of their security deposit even if the security deposit was not given to the lender after the foreclosure sale or to the buyer of the REO Property.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this REO Advisory.

Buyer X Edward K. Starrs Date 2/14/2014

MyECheck, Inc.

Buyer X _____ Date _____

Seller X _____ Date _____

OWNER

Seller _____ Date _____

THIS FORM HAS BEEN REVIEWED FOR ADEQUACY OF A REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

MEGAN'S LAW DATA BASE DISCLOSURE Regarding Registered Sex Offenders (C.A.R. Form DBD, Revised 11/08)

The following terms and conditions are hereby incorporated in and made a part of the: [X] Residential Purchase Agreement, Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] other _____

dated _____ on property property known as: 1743 Terracina Dr., El Dorado Hills, CA 95762

In which MyECheck, Inc. is referred to as Buyer/Tenant and OWNER OF RECORD is referred to as Seller/Landlord.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

DocuSigned by: Buyer/Tenant Edward R. Starrs Date 2/14/2014 MyECheck, Inc.

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____ Feb 18, 2014 Select Paralegal Services, Inc. Attorney in Fact City, Fresno, REO Asset Manager

Seller/Landlord _____ Date _____

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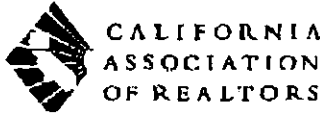
Reviewed by _____ Date _____



DBD REVISED 11/08 (PAGE 1 OF 1)

MEGAN'S LAW DATA BASE DISCLOSURE (DBD PAGE 1 OF 1)

Agent: Kathy Quesada Mike Gobbi Phone: 916.300-8787 Fax: 916.580-6187 Prepared using zipForm® software Broker: Keller Williams Realty 548 Gibson Dr #200 Roseville, CA 95678



SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 11/10)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed or when no TDS is required.

- I. Seller makes the following disclosures with regard to the real property or manufactured home described as 1743 Terracina Dr., El Dorado Hills, CA 95762, Assessor's Parcel No. ...
II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller.
III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

- A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...
1. Within the last 3 years, the death of an occupant of the Property upon the Property ...
2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)
3. The release of an illegal controlled substance on or beneath the Property
4. Whether the Property is located in or adjacent to an "industrial use" zone
5. Whether the Property is affected by a nuisance created by an "industrial use" zone.
6. Whether the Property is located within 1 mile of a former federal or state ordnance location.
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision.
8. Insurance claims affecting the Property within the past 5 years
9. Matters affecting title of the Property
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer

Explanation, or (if checked) see attached: UNKNOWN

- B. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...
1. Any alterations, modifications, remodeling, replacements or material repairs on the Property (including those resulting from Home Warranty claims)
2. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, termite or pest control service)
3. Any part of the Property being painted within the past 12 months.

Buyer's Initials (ERS) Seller's Initials (G)

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Reviewed by Date



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4).

Agent: Mike Gobbi Phone: 916.300-8787 Fax: 916.580-6187 Prepared using zipForm® software
Broker: Keller Williams Realty 548 Gibson Dr #200 Roseville, CA 95678

Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762

Date: 2/14/14

4. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule. Yes No

Explanation: UNKNOWN

C. STRUCTURAL SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE OF...

1. Defects in any of the following. (Including past defects that have been repaired) heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances. Yes No

Explanation: UNKNOWN

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...

1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs. Yes No

Explanation: UNKNOWN

E. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...

1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property. Yes No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property. Yes No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood. Yes No

Explanation: UNKNOWN

F. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...

1. Pets on or in the Property. Yes No
2. Problems with livestock, wildlife, insects or pests on or in the Property. Yes No
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above. Yes No
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. Yes No
- If so, when and by whom

Explanation: UNKNOWN

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...

1. Surveys, easements, encroachments or boundary disputes. Yes No
2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage. Yes No
3. Use of any neighboring property by you. Yes No

Buyer's Initials () ERS (X) _____

Seller's Initials (X) _____ () _____

Reviewed by _____ Date _____



Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762 Date: 2/14/14

Explanation: UNKNOWN

- H. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF... 1. Diseases or infestations affecting trees, plants or vegetation on or near the Property... 2. Operational sprinklers on the Property... 3. An operational pool heater on the Property... 4. An operational spa heater on the Property... 5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired

Explanation: UNKNOWN

- I. CONDOMINIUMS, COMMON INTEREST AND DEVELOPMENTS AND OTHER SUBDIVISIONS: ARE YOU (SELLER) AWARE OF... 1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property... 2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the property... 3. Any improvements made on or to the property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement

Explanation: UNKNOWN

- J. TITLE, OWNERSHIP AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF... 1. Any other person or entity on title other than Seller(s) signing this form... 2. Leases, options or claims affecting or relating to title or use of the Property... 3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood... 4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity

Explanation: UNKNOWN

- K. NEIGHBORHOOD: ARE YOU (SELLER) AWARE OF... 1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, or wildlife

Explanation: UNKNOWN

Buyer's Initials (X ERS) (X)

Seller's Initials (X) ()



Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762

Date: 2/14/14

L. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- 1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
- 2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. Yes No
- 3. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- 4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that applies to or could affect the Property Yes No
- 5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- 6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed Yes No
- 7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Yes No
- 8. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No

Explanation:

UNKNOWN

M. OTHER:

ARE YOU (SELLER) AWARE OF...

- 1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property Yes No
(If yes, provide any such documents in your possession to Buyer.)
- 2. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation:

UNKNOWN

VI (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges its Seller's obligation to disclose information requested by this form is independent from any duty of disclosure.

Says to Feb 18, 2014

Seller X [Signature] Seller Parole Services, Inc. an ARBNEY of Fact OWNER OF RECORD Date

Seller [Signature] [Signature] Date

By sign [Signature] is and has received a copy of this Seller Property Questionnaire form.

Buyer X Edward R. Starks Date 2/14/2014

Buyer X MyECheck, Inc. Date

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Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater braced, anchored or strapped in accordance with these requirements.

Signature lines for Seller, Buyer, and MyECheck, Inc. with fields for Name and Date. Date: 2/14/2014

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for use and (iii) in accordance with applicable local ordinance(s).

Signature lines for Seller, Buyer, and MyECheck, Inc. with fields for Name and Date. Date: 2/14/2014

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Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS

CARBON MONOXIDE DETECTOR NOTICE (C.A.R. Form CMD, 4/12)

Property Address: 1743 Terracina Dr., El Dorado Hills, CA 95762

1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

- A. Requirements: California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed...
B. Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage.

2. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

3. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions.

4. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigne Detector Notice. Seller (Sign) Date Seller (Signature) Date Buyer (Signature) MyECheck, Inc. (Print Name) Date 2/14/2014 Buyer (Signature) (Print Name) Date

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CMD 4/12 (PAGE 1 OF 1)

Reviewed by Date

CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)

Agent: Mike Gobbi Phone: 916.300-8787 Fax: 916.580-6187 Prepared using zipForm® software Broker: Keller Williams Realty 548 Gibson Dr #200 Roseville CA 95678



CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT (C.A.R. Form AAA, 11/12)

This is an addendum to the California Residential Purchase Agreement, [] Other _____, ("Agreement") dated _____, on property known as 1743 Terracina Dr., El Dorado Hills, CA 95762 between MyECheck, Inc ("Buyer/Tenant") and _____ owner of record ("Seller/Landlord").

1. Check ONE box ONLY. If more than one applies, use separate forms for each.

A. [X] Multiple Associate-Licensees working with Seller/Landlord;

OR B. [] Multiple Associate-Licensees working with Buyer/Tenant;

MIKE GOBBI ("Associate-Licensee 1") and KATHY GOBBI ("Associate-Licensee 2") are both real estate licensees conducting real estate licensed activity under the license of KELLER WILLIAMS REALTY ("Broker").

2. Associate-Licensee 1 and Associate-Licensee 2 have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Associate-Licensee 1 or Associate-Licensee 2, as applicable, is indicated in the Agreement or related document, including the paragraph on Real Estate Agency Relationships, the other Associate-Licensee shall also be deemed to be named.

Date 2/14/14. Associate-Licensee 1 Mike Gobbi DRE Lic. # 00784661 Date 2/14/14 Associate-Licensee 2 Kathy Gobbi DRE Lic. # 00904523

Date 2/14/2014 Buyer/Tenant Edward R. Starns MyECheck, Inc. Buyer/Tenant _____

Seller Feb 16, 2014 Select Portfolio Servicing, Inc. as Assignee in Part Collin Evans, REO Asset Manager

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AAA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

Agent: Mike Gobbi Phone: _____ Fax: _____ Prepared using zipForm® software Broker: Keller Williams Realty 948 Gibson Drive, Suite 200 Rosoville, CA 95678



CALIFORNIA ASSOCIATION OF REALTORS

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 11/12)

(If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant [Signature] Date 02/11/2014 MyECheck, Inc.

Buyer Seller Landlord Tenant _____ Date _____

Agent Keller Williams Realty BRE Lic. # 01272617 Real Estate Broker (Firm)

By [Signature] BRE Lic. # 00784661 Date 02/11/2014 (Salesperson or Broker-Associate) Mike Gobbi

Agency Disclosure Compliance (Civil Code §2079.14): When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant. When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and one AD form signed by Buyer/Tenant and either that same or a different AD form of the offer. If the same form is used, Seller may sign here: Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.5 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller, (Name of Listing Agent)
(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller. (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.
2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

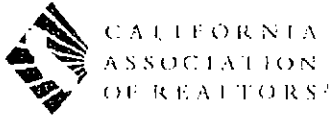
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Reviewed by _____ Date _____





DISCLOSURE AND CONSENT FOR REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (C.A.R. Form DA, 11/06)

A real estate broker, whether a corporation, partnership or sole proprietorship, ("Broker") may represent more than one buyer or seller provided the Broker has made a disclosure and the principals have given their consent.

Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties.

Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties.

Buyer and Seller understand that Broker may represent more than one buyer or seller and even both buyer and seller on the same transaction

If Seller is represented by Broker, Seller acknowledges that Broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both Seller and Buyer in that transaction.

If Buyer is represented by Broker, Buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both Buyer and Seller with regard to that property.

In the event of dual agency, Seller and Buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to Seller that the Buyer is willing to pay a price greater than the offered price;

NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement.

Seller and/or Buyer acknowledges reading and understanding this Disclosure and Consent for Representation of More Than One Buyer or Seller and agrees to the dual agency possibility disclosed.

Buyer [X] Seller [] MyECheck, Inc. Date 02/11/2014

Buyer [] Seller [] Date

Real Estate Broker (Firm) Keller Williams Realty BRE Lic # 01272617

By Mike Gobbi BRE Lic # 00784661 Date 02/11/2014

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CALIFORNIA ASSOCIATION OF REALTORS

ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, 11/12)

This is an addendum to the California Residential Purchase Agreement, [] Other _____ ("Agreement") dated February 11, 2014, on property known as 1743 Terracina Dr between MyECheck, Inc. ("Buyer/Tenant") and _____ ("Seller/Landlord").

1. Check ONE box ONLY. If more than one applies, use separate forms for each.

A. [] Multiple Associate-Licensees working with Seller/Landlord;

OR B. [X] Multiple Associate-Licensees working with Buyer/Tenant;

Mike Gobbi ("Associate-Licensee 1") and Kathy Gobbi ("Associate-Licensee 2") are both real estate licensees conducting real estate licensed activity under the license of: KELLER WILLIAMS REALTY ("Broker").

2. Associate-Licensee 1 and Associate-Licensee 2 have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Associate-Licensee 1 or Associate-Licensee 2, as applicable, is indicated in the Agreement or related document, including the paragraph on Real Estate Agency Relationships, the other Associate-Licensee shall also be deemed to be named.

Date 02/11/2014 Date 02/11/2014 Associate-Licensee 1 Mike Gobbi Associate-Licensee 2 Kathy Gobbi BRE Lic. # 00784661 BRE Lic. # 00904523

Date 02/11/2014 Date Buyer/Tenant X Edward E. Stone MyECheck, Inc. Seller/Landlord Seller/Landlord

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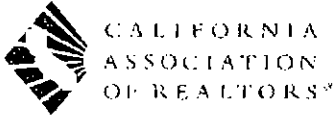
AAA 11/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDITIONAL AGENT ACKNOWLEDGEMENT (AAA PAGE 1 OF 1)

Agent: Michael Gobbi Phone: 916.601.6224 Fax: 916.580.6186 Prepared using zipForm® software Broker: Keller Williams Realty 548 Gibson Drive., #200 Roseville, CA 95678



REO ADVISORY
For Properties Being Sold by a Lender After Foreclosure
(C.A.R. Form REO, Revised 4/11)

1743 Terracina Dr

Property Address: El Dorado Hills, CA 95762 ("Property").

The Seller of the Property is a lender who has acquired title to the Property either by foreclosure or through a deed given in lieu of foreclosure. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of the Property. However, even though Seller is exempt from many obligations, Seller must still comply with many others. Further, even though a Seller may be exempt from certain obligations, a real estate broker's obligations may still apply. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

EXEMPTIONS:

1. **TDS, NHD, Mello-Roos, Improvement Bond Act, Supplemental Property Taxes, Private Transfer Fee:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, and a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq.
2. **Earthquake Guides:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.

REQUIREMENTS:

1. **Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS Form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the Property.
2. **Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD Form is not required to be completed.
3. **Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
4. **Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
5. **Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer with copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home"; and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
6. **Carbon Monoxide Devices:** The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshal in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
7. **Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. However, an REO Seller which is a corporation or limited liability company, formed within the United States, and qualified either with the Secretary of State to do business in California or with a permanent place of business in California, will be exempt from withholding under both federal and California law.

Buyer's Initials (X MS) (_____)

Seller's Initials (CO) (_____)

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REO REVISED 4/11 (PAGE 1 OF 2)

Reviewed by _____ Date _____



REO ADVISORY (REO PAGE 1 OF 2)

Agent: Michael Gobbi Phone: 916.601.6224 Fax: 916.580.6186 Prepared using zipForm® software
Broker: Keller Williams Realty 548 Gibson Drive, #200 Roseville, CA 95678

1743 Terracina Dr

Property Address: El Dorado Hills, CA 95762 Date: February 11, 2014

8. **Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders. "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

9. **Brokers:**

A. **Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. **Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

1. **Selection of Title and Escrow:** California Civil Code section 1103.22 prohibits Seller from requiring, directly or indirectly, a Buyer to purchase title insurance or escrow services from a particular title insurer or escrow agent in connection with the sale of residential property improved with four or fewer dwellings. The Buyer may agree to use the title or escrow provider recommended by Seller if the Buyer has been informed of the right to make an independent selection of the applicable service. This law is in effect until January 1, 2015. Federal law, 12 U.S.C. Section 2608, prohibits Seller from requiring, directly or indirectly, that the Buyer purchase title insurance from any particular title company as a condition of selling residential property improved with four or fewer dwellings if the purchase will be made with a federally-related mortgage loan. Seller and Buyer understand that Brokers do not require Buyer to purchase title or escrow services from any particular provider. Any communications from Seller that Broker may deliver to Buyer or Buyer's agent concerning the selection of title or escrow services should not be construed as Broker's endorsement or recommendation of, or request for Buyer to use, any particular title or escrow provider.

2. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales of Lender-owned property are exempt from such requirements.

3. **Amendments to Contract:** Seller-prepared addenda, amendments, or counter-offers or a Seller-prepared contract, may conflict with, contradict or be inconsistent with terms in Buyer's offer. Brokers cannot advise Buyer or Seller: (i) which specific terms in any offer may be affected; (ii) whether the terms in any such Seller-prepared documents are permissible under California Law; or (iii) in the event of a discrepancy between the Seller-prepared documents and any other Agreement between Buyer and Seller, which document or which terms may supersede the other. Buyer is advised to seek legal counsel to discuss the applicability and interpretation of any Seller-prepared documents prior to signing any such documents.

4. **Rental Property:** If the Property was occupied by a tenant at the time the lender acquired the Property and the tenant had a bona fide arm's length rental agreement at a fair market rate, the tenant may be entitled to the balance of their lease term, or at least a 90-day notice for termination of a month-to-month tenancy. In addition, certain rent control jurisdictions have asserted that the tenant has rights under rent control after a foreclosure. Moreover, the tenant may be entitled to the return of their security deposit even if the security deposit was not given to the lender after the foreclosure sale or to the buyer of the REO Property.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this REO Advisory.

Buyer X Edward B. Starr Date February 11, 2014
MyECheck, Inc.

Buyer _____ Date _____

Seller _____ Date _____

Seller Edwards Real Estate Services, Inc. 1743 Terracina Dr Date _____
Edwards Real Estate Services, Inc. 1743 Terracina Dr

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NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR WHETHER THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTION.

Reviewed by _____ Date _____



EXHIBIT K

ADDENDUM TO CONTRACT - Select Portfolio Servicing

Street Address: 1743 TERRACINA DRIVE, EL DORADO HILLS, CA 95762
 Property #: ██████████6695
 Seller: Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust
 Mortgage Loan Pass-Through Certificates, Series 2006-12
 Buyer(s): MyECheck, INC
 Date: 2/13/2014

Accepted Offer Details

Item	Detail	Item	Detail
Offer/Addendums Signed	No	Loan Down Payment	\$207,500
Offer Price	\$650,000	Loan Amount	\$422,500
Closing Date	3/14/2014	Buyer's points/\$	No
Initial Earnest Money	\$20,000	Other Seller's Costs	No
Earnest Money in form of	Cashier check	Buyer Termite Report cost credit	\$0
Per Diem Rate	\$100	Buyer Home Protection Plan cost credit	\$0
Attorney Contingency	No	Buyer FHA/VA cost credit as amount	\$0
Inspection(s) Contingency	YES in 5 days from Executed Contract	Concession #1: Seller to pay HOA transfer fees and doc prep	\$500
Mortgage Contingency	YES in 17 days from Executed Contract	Concession #2: Seller to install double oven and cook top prior to COE	
Cash Offer	No	Concession #3: Property is sold strictly in as is condition. Buyer waives appraisal contingency.	
Proof of Funds	No	Concession #4: After 5 day inspection Buyer agrees EMD non-refundable should Buyer fail to close at no fault of the Seller.	
Mortgage Pre-Approved	Yes		
Mortgage Conditions	Executed contract and prelim		
Loan Type	Conventional		

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Select Portfolio Servicing, Inc.

Addendum to Real Estate Purchase Contract

LOAN No.: Refer to Property#:

NOTICE: The property that is the subject of this Addendum is subject to prior sale or withdrawal from the market at any time, without notice, and Select Portfolio Servicing, Inc. reserves the right to consider and reject any and all offers received for the property. Any offer to purchase must be based solely on the purchaser's own investigation and no representations or warranties will be made by Select Portfolio Servicing, Inc. except as may be provided in this Addendum, and any sale will be subject to the terms and conditions of this Addendum.

THIS ADDENDUM TO REAL ESTATE PURCHASE CONTRACT ("Addendum") is made a part of, and incorporated into, that certain Real Estate Purchase Contract dated the [Refer to Date] ("Contract") between Seller and Purchaser with regard to the Property (as such terms are defined below). This Addendum and the Contract are sometimes herein referred to collectively as the "Agreement."

"Seller" Name: Select Portfolio Servicing, Inc., as attorney-in-fact

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"Purchaser" Name: [Refer to Buyer(s)] see pg1

"Property" address: [Refer to Street Address] see pg1

Closing Date: [Refer to Closing Date] see pg1

Purchase Price: [Refer to Offer Price] see pg1

Lead Paint Disclosure: Does the Property include a residential dwelling built prior to 1978? Check One (____) Yes; (XXX) No. If yes, the parties must complete the attached Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Not Binding Until Accepted By Seller, Notwithstanding any verbal acknowledgment by Seller or any agent of Seller, Purchaser acknowledges and agrees that the Agreement is not binding on Seller unless and until approved by Seller's management and this Addendum is executed by all parties. The date of execution by Seller of this Addendum shall be referred to herein as the "Seller Acceptance Date." Notwithstanding Seller's acceptance, Purchaser acknowledges and agrees that the Property is subject to prior sale or withdrawal from the market by Seller at any time, without notice, and Seller reserves the right to consider and reject any and all offers received for the Property including Purchaser's offer.

2. Purchase Price. The purchase price for the Property shall be paid to Seller immediately available funds (cashier's check, certified check or wire transfer) at the Closing (defined below).

3. Earnest Money. Immediately following Seller's acceptance of the Agreement, escrow will be opened by both parties with an escrow agent designated by Seller or otherwise acceptable to Seller. Purchaser shall deposit with Seller's escrow agent an earnest money deposit refer to Initial Earnest Money equal to the greater of 3% of the Purchase Price or \$1,000.00 [Refer to Earnest Money] within 24 hours of Seller's written acceptance of the Agreement.

4. Time of the Essence; Closing Date.

(a) Subject to Seller's right to extend the Closing Date (defined below), the parties agree that time is of the essence with respect to all dates specified herein, and Purchaser's performance under the Agreement and any addenda, riders or amendments thereto.

(b) The closing of the purchase and sale of the Property ("Closing") shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. The date of the Closing [Refer to Closing Date] shall take place on or before the date set forth refer to Closing Date, or within five (5) days of final loan approval by Purchaser's lender, whichever is earlier, unless the Closing Date is extended in a writing signed by Seller and Purchaser pursuant to Section 4(c) or otherwise extended by Seller under the terms of Section 19 of this Addendum. If the Closing does not occur by the Closing Date, or in any written extension, the Agreement shall automatically terminate and Seller shall retain any Earnest Money as liquidated damages.

(c) In the event Purchaser requests an extension of the Closing Date (which request shall be made in writing) and the Seller agrees to the extension, Purchaser shall pay to Seller a per diem extension fee ("Extension Fee") in the amount of [Refer to Per Diem] for each calendar day through and including the Closing Date specified in the written extension agreement. The Extension Fee shall be deposited in immediately available funds (cashier's check, certified check or wire transfer) with Seller or other party designated by Seller at the time of Purchaser's request to extend the Closing Date. Purchaser acknowledges and agrees that Seller will incur carrying costs related to any extension of the Closing Date and accordingly that the Extension Fee shall not be credited to Buyer at Closing and shall be in addition to the Purchase Price. The Extension Fee shall be nonrefundable to Purchaser except in the event Seller terminates the Agreement pursuant to Section 19.

5. Financing Contingency. Purchaser's obligation to purchase the Property under the Agreement: ~~IS NOT~~ contingent refer to Mortgage Contingency on Purchaser obtaining financing for the purchase of the Property.

(a) If Purchaser's obligation to purchase the Property is contingent on financing, Purchaser shall apply for and diligently pursue thereafter a loan at prevailing rates, terms and conditions. Purchaser shall complete and submit to a mortgage lender an application for a mortgage loan prior to the Seller's Acceptance of the offer. Purchaser shall use diligent efforts to obtain a mortgage loan commitment within

refer to Mortgage Contingency of the date of Seller Acceptance Date. If, despite Purchaser's diligent efforts, Purchaser cannot obtain a mortgage loan commitment within the specified period, then either Purchaser or Seller may terminate the Agreement by giving written notice to the other party. In the event of a proper and timely termination of the Agreement under this Section 5(a), the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation to each other under the Agreement.

(b) Purchaser shall ensure that the lender selected by Purchaser to finance the sale shall provide applicable funding to the settlement agent selected by Seller on or before the date of settlement. Purchaser shall further ensure that the selected lender shall provide all lenders prepared closing documentation to the settlement agent no later than 48 hours prior to settlement. Purchaser acknowledges and agrees that Purchaser shall be in default under Section 20 of this Addendum if

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Purchaser's lender fails to fund and/or provide closing documentation as required by this Section 5(b) and that any extensions to Closing shall be subject to the provisions of Section 4(c) of this Addendum.

6. Inspection.

(a) On or before (Refer to Inspection Contingency Date) of the Seller Acceptance Date, Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property; otherwise, Purchaser shall be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the condition of the Property for all purposes. Purchaser shall keep the Property free and clear of liens and indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, including attorney and paralegal fees, related to Purchaser's inspection. Purchaser shall promptly repair all damages arising from or caused by the inspections.

(b) Purchaser shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law. In any event, Purchaser shall provide written notice to Seller prior to any inspection to be made by any government building or zoning inspector or government employee.

(c) If Seller has winterized the Property and Purchaser desires to have the Property inspected, the listing agent will have the Property de-winterized prior to inspection and re-winterized after inspection. Purchaser agrees to pay the expense of the foregoing de-winterization and re-winterization in advance to the listing agent. All amounts paid under this provision shall be nonrefundable.

(d) Within three (3) calendar days of receipt of any inspection report prepared by or for Purchaser, but not later than (the expiration of the Inspection Contingency Date refer to Inspection Contingency, whichever first occurs, Purchaser will provide written notice to Seller of any disapproved items. Purchaser's failure to provide written notice shall be deemed as acceptance of the condition of the Property. Upon request by Seller, Purchaser shall provide to Seller, at no cost, complete copies of all inspection reports upon which Purchaser's disapproval of the condition of the Property is based. In no event shall Seller be obligated to make any repairs or replacements whatsoever that may be indicated in Purchaser's inspection reports. Seller may, in its sole discretion, make such repairs to the Property under the terms described in Section 8 of this Addendum. If Seller elects not to repair the Property, Purchaser may cancel the Agreement not later than three (3) calendar days from the Seller's notification of election not to repair the property and the Earnest Money shall be returned to Purchaser. If Seller elects to make any such repairs to the Property, Seller shall notify Purchaser after completion of the repairs and Purchaser shall have three (3) calendar days from the date of notice to inspect the repairs and notify Seller of any disapproved items. Purchaser's failure to disapprove in writing such repairs shall be deemed as Purchaser's acceptance thereof.

(e) In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of Seller. Upon request, Purchaser will be allowed to review the report to obtain the same information and knowledge Seller has about the condition of the Property but Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of

Seller. Purchaser shall not rely upon any such inspection reports obtained by Seller in making a decision to purchase the Property.

(f) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Purchaser, at Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, the planned unit development or the cooperative within seven (7) days of the Seller Acceptance Date. Seller agrees to use reasonable efforts, as determined in Seller's sole discretion, to assist Purchaser in obtaining a copy of the covenants, conditions and restrictions and bylaws. Purchaser will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Purchaser does not notify Seller in writing, within ten (10) days of the Seller Acceptance Date, of Purchaser's objection to the covenants, conditions and restrictions and/or bylaws.

(g) This Section 6(g) shall govern and apply if the Property includes a residential dwelling built prior to 1978. The parties agree to execute and deliver the attached DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. Unless Purchaser has waived the right to conduct an inspection, the following shall apply:

OPPORTUNITY TO CONDUCT A LEAD PAINT RISK ASSESSMENT OR INSPECTION:

Purchaser's obligation to purchase the Property is conditioned upon Purchaser's approval of a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Purchaser and shall be conducted by individuals or entities of Purchaser's choice. Seller shall cooperate in making the Property available for the Risk Assessment.

The deadline for Purchaser to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be

Ten calendar days after Seller Acceptance Date

If the results of the Risk Assessment are not acceptable to Purchaser, Purchaser may either (a) provide written objections to Seller as provided in Section 6 of this Addendum; or (b) immediately cancel the Agreement by providing written notice of cancellation to Seller by the Risk Assessment Deadline, together with a copy of the Risk Assessment report. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not immediately cancel the Agreement as provided above, Purchaser may, by the Risk Assessment Deadline, provide Seller with written objections and a copy of the Risk Assessment report. Purchaser and Seller shall have seven (7) calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Purchaser's objections. Seller may, but shall not be required to, resolve Purchaser's objections.

If Purchaser and Seller have not agreed in writing upon the manner of resolving Purchaser's objections, Purchaser may cancel the Agreement by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not deliver a written objection to Seller regarding the results of the Risk Assessment, or cancel the Agreement, any objections to the results of the Risk Assessment shall be deemed waived by Purchaser and Purchaser shall take the Property "AS-IS" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

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7. Condition of Property. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS, AND SELLER CONSEQUENTLY HAS NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY, AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER. PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS-IS," "WHERE-IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS, ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, OR THE EXISTENCE OF MOLD (AS DEFINED BELOW), WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. PURCHASER ACKNOWLEDGES THAT SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

(a) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY OR SAFETY OF THE PROPERTY OR IMPROVEMENTS.

(b) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ENVIRONMENTAL ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE.

(c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO PURCHASER, WOULD CAUSE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

(d) Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to herein as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems; particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repair of the Property. Purchaser acknowledges that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repair or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property, and Purchaser has not in any way relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

(e) In the event the Property is affected by an environmental hazard, as determined by Seller, either party may terminate the Agreement. In the event Seller decides to sell the Property to Purchaser and Purchaser agrees to purchase the Property, Purchaser agrees to execute an indemnity and general release at Closing, in a form acceptable to Seller, releasing Seller from any liability related to environmental hazards or conditions on the Property. In the event Purchaser elects not to execute the disclosure and release, the Agreement shall, at Seller's discretion, automatically terminate and be of no further force or effect.

(f) In the event Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, Seller may terminate the Agreement or delay the Closing Date or Purchaser may terminate the Agreement. In the event the Agreement is terminated by either Purchaser or Seller pursuant to this Section 7(f), any Earnest Money shall be returned to Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court, or similar enforcement body, and neither Purchaser nor Seller terminate the Agreement, Purchaser agrees (a) to accept the Property subject to the violations; (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding; and (c) to resolve the deficiencies as soon as possible after the Closing. Purchaser agrees to execute any and all documents necessary or required for Closing by any agency with jurisdiction over the Property. Purchaser further agrees to indemnify Seller from any and all claims or liability arising from Purchaser's breach of this Section 7(f).

(g) The Closing shall constitute acknowledgment by Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to Purchaser. Purchaser agrees that Seller shall have no liability for any claims or losses Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

(h) Purchaser acknowledges and agrees that neither Seller nor Seller's agents have made nor will make any oral or written representation or warranty regarding the accuracy of the address of the Property.

(i) Purchaser acknowledges and agrees that the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. Accordingly, to the fullest extent allowed by law, Seller shall be exempt from providing or filing any disclosure statement with respect to the Property and Purchaser acknowledges and agrees to assume any disclosure obligations of Seller. Purchaser shall execute and deliver to Seller at or prior to Closing such further documents as Seller or its representatives may request with respect to the foregoing. If disclosures are required by state law, Purchaser hereby agrees to waive such requirements. If required by state law, Purchaser shall, upon request, execute a written waiver of the disclosure provisions of state law.

8. Repairs. Unless otherwise provided in Section 28 of this Addendum, Seller shall have no obligation to pay for or perform any inspections or repairs to the Property whatsoever. In the event Seller agrees to pay for or perform any inspections or repairs, this Section 8 shall govern such inspections or repairs.

(a) If Seller has agreed to pay for treatment of wood infesting organisms, Seller shall treat only active infestation. All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by Seller, and will be subject to Seller's satisfaction only. Neither Purchaser nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to the Closing without the prior written consent of Seller. To the extent that Purchaser or its representatives make repairs and/or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments.

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(b) Purchaser acknowledges that all repairs and treatments are done for the benefit of Seller and not for the benefit of Purchaser and that Purchaser has inspected or has been given the opportunity to inspect such repairs and treatments. Any repairs or treatments made or caused to be made by Seller shall be completed prior to the Closing. Under no circumstances shall Seller be required to make any repairs or treatments after the Closing Date.

(c) Purchaser acknowledges that the Closing of this transaction shall be deemed Purchaser's reaffirmation that Purchaser is satisfied with the condition of the Property for all purposes and satisfied with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. Seller shall not be obligated to obtain or provide to Purchaser any receipts for repairs or treatments, written statements indicating dates or types of repairs or treatments performed, or copies of such receipts or statements, nor any other documentation regarding any repairs and treatments to the Property. SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY WHATSOEVER.

9. Occupancy Status of Property.

(a) Purchaser acknowledges that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property, unless otherwise noted in Section 28 of this Addendum. Purchaser acknowledges and agrees that the Closing of this transaction shall be deemed Purchaser's reaffirmation that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 28 of this Addendum. Seller, its representatives, agents and assigns shall not be responsible for evicting or relocating any tenants or occupants or personal property at the Property prior to or subsequent to the Closing unless otherwise specifically agreed to in writing by Seller.

(b) Purchaser further acknowledges and agrees that Seller is not, to the best of Purchaser's knowledge, holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone, and Purchaser agrees that no sums representing such tenant security deposits shall be transferred to Purchaser as part of this transaction. Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rent, due and payable and collected from tenants for the month in which the Closing occurs, will be prorated according to the provisions of Section 11 of this Addendum.

(c) Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that as of the Closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, shall be Purchaser's sole responsibility and cost.

(d) If the Property is located in Alabama, Purchaser understands that the Property may be subject to redemption by the prior owner upon payment of certain sums and Purchaser may be dispossessed of the Property. Purchaser is advised to consult with an attorney to fully understand the import and impact of the foregoing. Purchaser acknowledges and agrees Purchaser shall have no recourse against Seller whatsoever in the event the right of redemption is exercised.

10. Personal Property. Purchaser acknowledges and agrees that items of equipment, fixtures, and other items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced in Section 28 of this Addendum. Any Personal Property at or on the Property may be subject to claims by

third parties and, therefore, may be removed from the Property prior to or after the Closing Date. Seller makes no representation or warranty as to the condition of any Personal Property, title thereto, or whether any personal property is encumbered by any liens. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of the Closing. ANY PERSONAL PROPERTY SOLD BY SELLER SHALL BE ACCEPTED BY PURCHASER ON AN "AS IS, WHERE IS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

11. Closing Costs and Adjustments.

(a) Purchaser and Seller agree to prorate the following expenses as of Closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any; in determining prorations, responsibility for the day on which funding occurs shall be allocated to Purchaser. Payment of special assessment district bonds and assessments, and payments of homeowner's association of special assessments shall be paid current and prorated between Purchaser and Seller as of the Closing Date with payments not yet due and owing to be assumed by Purchaser without credit toward the Purchase Price. Property taxes shall be prorated based on an estimate of actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and, except as otherwise provided herein, all such prorations shall be final. Seller shall not be responsible for any amounts due, paid or to be paid after Closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller. If the Property is heated or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Purchaser will buy the fuel in the tank at Closing at the current price as calculated by the supplier.

(b) Except as expressly assumed by Seller in Section 28 of this Addendum, Purchaser shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the transaction contemplated by the Agreement.

(c) Purchaser shall pay the cost of any survey, recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Purchaser in the manner customary for residential real estate transactions in the metropolitan area or city in which the Property is located.

(d) SELLER AGREES TO PAY THE PREMIUM FOR AN OWNER'S POLICY OF TITLE INSURANCE ONLY IF THE OWNER'S POLICY IS ISSUED BY SELLER'S SELECTED TITLE AGENT, NOTWITHSTANDING LOCAL CUSTOM REQUIREMENTS OR PRACTICE OR ANYTHING IN THE AGREEMENT TO THE CONTRARY. IF PURCHASER SELECTS A TITLE AGENT TO ISSUE THE OWNER'S POLICY OF TITLE INSURANCE, PURCHASER SHALL BE OBLIGATED TO PAY THE ENTIRE PREMIUM FOR SUCH POLICY AND SELLER SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF SUCH PREMIUM.

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(e) Seller shall pay a real estate commission pursuant to the listing agreement between Seller and Seller's listing broker.

(f) All other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Purchaser.

12. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seller to Purchaser, Purchaser shall deliver all funds due Seller from the sale in the form of certified check, cashier's check, or wire transfer.

13. Governmental Required Permits and Repairs. Except as prohibited by law, if the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Purchaser acknowledges and agrees that Purchaser shall be responsible for obtaining any and all of the Permits and Repairs at Purchaser's sole cost and expense. Purchaser shall make application for all Permits and Repairs within ten (10) days of the Seller Acceptance Date. Purchaser shall not have the right to delay the Closing due to Purchaser's failure or inability to obtain any required Permits and Repairs. Unless Seller declines to consent to a required inspection or repair to the Property, the failure of Purchaser to obtain and furnish the Permits and Repairs shall constitute a material breach of the Agreement. Notwithstanding the foregoing, neither Purchaser nor its representatives shall enter upon the Property to make any repairs or treatments prior to the Closing without the prior written consent of Seller. To the extent the Purchaser or its representatives make repairs or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments. If the Property is located in a jurisdiction that requires Permits and Repairs and Seller declines to consent to a required inspection or repair to the Property, the Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.

14. Delivery of Possession of Property. Seller shall deliver possession of the Property to Purchaser at the Closing and funding of the sale. Pursuant to Section 9 of this Addendum, the delivery of possession shall be subject to the rights of any tenant's or parties in possession. If Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Purchaser under the Agreement and Seller may terminate the Agreement and Purchaser shall be liable to Seller for damages (including attorneys' fees and costs) caused by any such alteration or occupation of the Property prior to Closing and funding, and Purchaser waives any and all claims for damages or compensation for improvements made by Purchaser to the Property, including but not limited to any claims for unjust enrichment. Without limiting any remedy of Seller under this Addendum at law or in equity, Seller shall also have the right to terminate the Agreement and retain the Earnest Money as liquidated damages for Purchaser's default under this Section.

15. Form of Deed. The deed to be delivered at Closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" in the Agreement shall be construed to such form of deed.

16. Defects in Title. If Purchaser raises an objection to title to the Property which, if valid, would make title to the Property uninsurable, Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Purchaser. If Seller chooses to correct the problem through reasonable efforts, as determined by Seller in its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company selected by Seller at regular rates containing affirmative coverages for the title objections, then the Agreement shall remain in full force and Purchaser shall perform pursuant to the terms set forth in the Agreement. Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove those exceptions. Purchaser acknowledges that Seller's title to the Property may be subject to court approval of a foreclosure or to a mortgagor's right of redemption. In the event Seller is not able to (a) make the title insurable or correct any problems or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and any Earnest Money shall be returned to Purchaser and Seller shall have no further obligation or liability to Purchaser hereunder. Section 19(b) of this Addendum also provides that Seller may extend

the Agreement or terminate the Agreement if Seller determines, in Seller's sole and absolute discretion, that Seller is unable to convey insurable title to the Property.

17. Representations and Warranties. Purchaser hereby represents and warrants to, and covenants and agrees with, Seller as to the following matters (all representations, warranties and covenants are true on the date hereof and shall be true as of the Closing), with the understanding that Seller is relying on these representations, warranties and covenants in effecting the transactions contemplated hereby:

(a) Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its servicers, representatives, brokers, employees, agents or assigns;

(b) This Addendum shall be binding and enforceable against Purchaser in accordance with its terms, and upon Purchaser's execution of the additional documents contemplated by this Addendum, they shall be binding and enforceable against Purchaser in accordance with their terms. The execution and delivery of this Addendum and Purchaser's performance of the obligations hereunder does not require any consents or approvals of any third persons;

(c) This Addendum will not, with or without the giving of notice or the lapse of time or both, violate or conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party, or by which Purchaser is bound;

(d) Neither Seller nor its servicers, employees, representatives, brokers, agents or assigns, have made any representations or warranties, implied or expressed, relating to the marketability, insurability or condition of the Property or the contents thereof, except as expressly set forth in Section 28 of this Addendum;

(e) Purchaser has not relied on any representation or warranty from the Seller regarding the marketability, insurability or condition of the Property or the contents thereof, or the nature, quality, or workmanship of any repairs made by Seller; and

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(f) Purchaser will not occupy, or cause or permit others to occupy, the Property prior to Closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after Closing.

18. WAIVERS BY PURCHASER, AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER WAIVES THE FOLLOWING:

- (a) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;
- (b) ANY RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD OR FILE THE CONTRACT, THIS ADDENDUM OR ANY MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;
- (c) ANY RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT, IF INVOKED, WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY PURCHASER;
- (d) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;
- (e) ANY AND ALL CLAIMS FOR FAILURE OF CONSIDERATION OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THE AGREEMENT;
- (f) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THE AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY, WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;
- (g) ANY RIGHT TO TRIAL BY JURY, EXCEPT AS WAIVER THEREOF IS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM, OR CONNECTED WITH OR RELATED TO THE AGREEMENT;
- (h) ANY CLAIMS FOR LOSSES PURCHASER MAY INCUR AS A RESULT OF PURCHASER'S DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO COST OF ANY INSPECTIONS OF OR REPORTS FOR THE PROPERTY AND CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF, THE PROPERTY, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;
- (i) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO MOLD, LEAD PAINT, FUEL OIL, ALLERGENS OR OTHER TOXIC SUBSTANCES OF ANY KIND;
- (j) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE MARKETABILITY, INSURABILITY OR CONDITION OF THE PROPERTY, HABITABILITY, LACK OF SUITABILITY AND FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR REDHIBITORY VICIES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE;
- (k) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND
- (l) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ANY DISCREPANCY BETWEEN THE PROPERTY'S ADDRESS AND THE PROPERTY INSPECTED BY PURCHASER; THE PROPERTY HAVING AN INCORRECT MUNICIPAL ADDRESS; OR EITHER SELLER'S OR PURCHASER'S AGENT SHOWING PURCHASER AN INCORRECT PROPERTY, IN THE EVENT OF CONFLICT BETWEEN THE MUNICIPAL ADDRESS OF THE PROPERTY AND THE LEGAL DESCRIPTION OF THE PROPERTY, THE LEGAL DESCRIPTION SHALL CONTROL.

References to the "Seller" in this Section 18 shall include Seller and Seller's servicers, representatives, agents, brokers, employees and assigns. In the event that the Purchaser breaches or disregards, or attempts to disavow, any of the representations, warranties or waivers described or contemplated under Section 17 or Section 18 of this Addendum, the Purchaser shall pay all reasonable attorneys fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such representation, warranty or waiver, or (ii) defending any action initiated by the Purchaser for the purpose of

or relating to any such breach, disregard or disavowal, and Purchaser shall pay Five Thousand Dollars (\$5,000.00) as liquidated damages for such attempted or actual breach, disregard or disavowal, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 25 of this Addendum.

19. Conditions to Seller's Performance. Seller shall have the unilateral right, at Seller's sole and absolute discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) Seller determines, in its sole and absolute discretion, that it is unable to convey insurable title to the Property through a title insurance company selected by Seller at regular rates;
- (c) Seller has either sold or has agreed to sell the loan secured by the Property to another party;
- (d) Full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing or the date set forth herein for Closing;

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- (e) Any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal, option or similar right to purchase the Property;
- (f) Seller determines, in its sole and absolute discretion, that the sale of the Property to Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (g) Seller has transferred and conveyed the Property to a third party;
- (h) the Purchaser is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute default under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or
- (i) The Purchase Price is insufficient to pay the sum of the closing costs, taxes, commissions, and any liens on or obligations secured by the Property that Seller has agreed to pay hereunder.

In the event Seller elects to terminate the Agreement as a result of any of the foregoing, the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

20. Remedies for Default.

(a) In the event of Purchaser's default, material breach or material misrepresentation of any fact under the terms of the Agreement, Seller, at its option, may retain the Earnest Money and any other funds paid by Purchaser as liquidated damages and/or invoke any other remedy expressly set forth in the Agreement and Seller is automatically released from the obligation to sell the Property to Purchaser and neither Seller nor its representatives, agents, attorneys, successors or assigns shall be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey the Property. PURCHASER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS ADDENDUM, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY UNDER THIS SECTION 20, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM PURCHASER.

(b) Seller shall only be in default under the Agreement if Purchaser delivers written notice to Seller detailing the default and Seller fails to cure such default within 20 days of receipt of such written notice (or such longer period of time as may be necessary, provided that Seller diligently pursues such cure). If Seller is in default hereunder or if Seller terminates the Agreement as provided under the provisions of the Agreement, Seller shall be entitled to the return of the Earnest Money as Purchaser's sole and exclusive remedy at law or in equity. Any reference to a return of the Earnest Money in the Agreement shall mean a return of the Earnest Money less any escrow cancellation fees applicable to Purchaser under the Agreement, and less fees and costs payable for services and products provided during escrow at Purchaser's request. Purchaser waives any claim that the Property is unique and Purchaser acknowledges that a return of its Earnest Money can adequately and fairly compensate Purchaser. Upon return of the Earnest Money to Purchaser, the Agreement shall be terminated, and Purchaser and Seller shall have no further liability, no further obligation, and no further responsibility each to the other, and Purchaser and Seller shall be released from any further obligation each to the other in connection with the Agreement, except the rights and obligations that survive pursuant to Section 26 of this Addendum.

(c) Purchaser agrees that Seller shall not be liable to Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by Purchaser in selling or surrendering a lease on a prior residence, obtaining other living

Accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to the Agreement or a breach thereof.

(d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of or excuse for any different or subsequent breach.

(e) In the event either party elects to exercise its remedies as described in this Section 20 or the Agreement is terminated, the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

21. Indemnification. Purchaser agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- (a) Inspections or repairs made by Purchaser or its agents, employees, contractors, successors or assigns.
- (b) The imposition of any fine or penalty imposed by any governmental entity resulting from Purchaser's failure timely to obtain any permits, approvals, repairs or inspections, or to comply with all applicable laws, rules, ordinances and regulations;
- (c) claims for amounts due and owing by Seller for taxes, homeowner's association dues or assessment, or any other terms prorated at Closing under Section 11 of this Addendum;
- (d) The breach by Purchaser of any of the terms and conditions of the Agreement, and
- (e) Purchaser's or Purchaser's tenants, agents or representative's use or occupancy of the Property prior to Closing and funding.

22. Risk of Loss. Regardless of local custom or practice, Purchaser assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after Seller's acceptance of the Agreement and prior to Closing and funding, Seller may, at its sole discretion, repair or restore the Property, or Seller may terminate the Agreement. If Seller elects to repair or restore the Property, then Seller may, at its sole discretion, limit the amount to be expended. If Seller elects to repair or restore the Property, Purchaser's sole and exclusive remedy shall be either to acquire the

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Property in its then current condition at the Purchase Price with no reduction thereof by reason of such loss, or terminate the Agreement and receive a refund of any Earnest Money.

23. Eminent Domain. In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either party may terminate the Agreement and the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or liabilities hereunder except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

24. Keys. Purchaser understands that if Seller is not in possession of keys, including but not limited to mailbox keys, recreation area keys, gate cards or automatic garage door remote controls, then the cost of obtaining the same will be the responsibility of Purchaser. Purchaser also understands that if the Property includes an alarm system, Seller cannot provide the access code or key. Purchaser shall be responsible for any costs associated with the alarm, changing the access code or obtaining keys. Purchaser is encouraged to re-key the Property after Closing. Purchaser agrees to hold Seller harmless regarding any theft or damage of personal property.

25. Liquidated Damages. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF ANY MATERIAL DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO COMPUTE AND THAT THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES AS ESTABLISHED BY THE PARTIES THROUGH GOOD FAITH CONSIDERATION OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE TRANSACTION CONTEMPLATED UNDER THE AGREEMENT AS OF THE DATE HEREOF. IN THE EVENT OF SUCH DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO RETAIN SUCH AMOUNTS AS LIQUIDATED DAMAGES. THE PURCHASER HAS INITIALED BELOW TO ESTABLISH THIS INTENT TO ESTABLISH LIQUIDATED DAMAGES.

26. Survival. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement. Notwithstanding anything to the contrary to the Agreement, the provisions of Sections 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 25 and 27(a) of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the Closing, funding and the delivery of the Deed and/or termination of the Agreement by any party and continue in full force and effect.

27. General Provisions.

(a) Attorneys' Fees. If either party commences any litigation or judicial action to determine or enforce any of the provisions of the Agreement, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including but not limited to reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.

(b) Further Assurances. Purchaser agrees to execute and deliver to Seller at Closing or as otherwise requested by Seller, documents referenced in this Addendum or requested by Seller, and to take such other action as may be reasonably necessary to further the purpose of the Agreement. Copies of referenced documents are available from Seller's listing agent upon request by Purchaser.

(c) Severability. If any provision of this Addendum shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this

Addendum shall remain unaffected and this Addendum shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

(d) Assignment of Agreement. Purchaser shall not assign the Agreement without the express written consent of Seller. Seller may assign the Agreement at its sole discretion without prior notice to or consent of Purchaser.

(e) EFFECT OF ADDENDUM. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED TO AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW. THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND ANY ESCROW INSTRUCTIONS.

(f) Authority. The undersigned if executing this Addendum and the Contract on behalf of a Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he or she is authorized by that entity to enter into this Addendum and the Contract and bind the entity to perform any duties and obligations stated in this Addendum and the Contract.

(g) Entire Agreement. The Agreement, including the disclosure of information on lead-based paint or lead-based paint hazard or Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Purchaser and Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants and agreements, whether written or oral and there are no oral or other written agreements between Purchaser and Seller. NO ORAL PROMISES, REPRESENTATIONS (EXPRESS OR IMPLIED) WARRANTIES OR AGREEMENTS MADE BY SELLER OR BROKER OR ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE DEEMED VALID OR BINDING UPON SELLER UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT. All negotiations are merged into the Agreement. Seller shall not be obligated by any other written or verbal statements made by Seller, Seller's representatives or any real estate licensee.

(h) Modification. No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Purchaser and Seller.

(i) No Third-Party Beneficiaries. The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors or assigns, that is not a party to the Agreement, nor does it create or establish any third-party beneficiary to the Agreement.

(j) Counterparts. This Addendum may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. This Addendum may be delivered by facsimile.

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(k) **Headings.** The titles to the sections and headings of various paragraphs of this Addendum are placed for convenience of reference only and in case of conflict, the text of the Addendum, rather than such titles or headings, shall control.

(l) **No Partnership.** The Agreement is not intended to create and does not create a joint venture or partnership between Purchaser and Seller.

(m) **Gender.** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

(n) **Force Majeure.** Except as provided in Section 22, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures,

acts of terrorism, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

(o) **Attorney Review.** Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement; accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

(p) **Notices.** Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to Seller will be deemed sent or delivered to Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to Purchaser shall be deemed sent or delivered when sent or delivered to Purchaser or Purchaser's attorney or agent at the address or fax number shown below.

(q) **Dispute Resolution.** Notwithstanding any provision of the Contract to the contrary, the parties acknowledge and agree that any alternative dispute resolution, mediation and/or arbitration provisions contained in the Contract are expressly voided and are of no force or effect.

(r) **Facsimile or Electronic Signatures.** Seller and Purchaser agree that a signature on this document that is electronically transmitted via facsimile or the internet is intended to have the same legal effect and shall be as enforceable against the signor as an original signed counterpart where the signature is affixed manually.

28. Additional Terms or Conditions.

PURCHASER'S OFFER

Purchaser has executed this Addendum as of the _____ day of _____, 200_____.

Signature: Edward R. Starrs _____

Print Name (or name if a company): _____ 27/14/2014

Title (if a company): MyECheck, Inc. _____

Address: _____

Telephone: _____

Facsimile: _____

Signature: _____

Print Name (or name if a company): _____

Title (if a company): _____

Address: _____

Telephone: _____

Facsimile: _____

SELLER'S ACCEPTANCE

Select Portfolio Servicing, inc., a Delaware corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Accepted and agreed:

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Seller's Agent:
Print Name: MIKE GOBBI
Signature: [Handwritten Signature]
Date: 2/14/14

Purchaser's Agent:
Print Name: MIKE GOBBI
Signature: [Handwritten Signature]
Date: 2/14/14

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet: Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER:

Date: [Handwritten Date]
[Handwritten Signature]
[Handwritten Title]

BA
[Handwritten Initials]

By: _____

Print Name: _____

Title: _____

PURCHASER:

Date: _____

Signature: Edward R. Starrs 2/14/2014

Print Name: MyECheck, Inc. Edward R. Starrs

AGENT:

Date: 2/14/14

Signature: Mike Gobbi

Print Name: MIKE GOBBI

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EXHIBIT L



VANTEX

MORTGAGE GROUP

February 11, 2014

Ed Starrs
MyECheck., Inc
3941 Park Dr Ste 20179
El Dorado Hills, CA 95762

Dear Mr Starrs:

Thank you for the opportunity to work with you for your proposed new loan for the corporate purchase of the property located at 1743 Terracina Dr in Eldorado Hills, CA . Based on the information provided in your application we are pleased to confirm a pre-approval for a new Purchase Money loan in the amount of \$429,000 representing a loan to value of 65.000 percent of the property's expected value of \$660,000.

This pre approval is subject to confirmation of final down payment funds as you described, our satisfactory appraisal of the subject property supporting the purchase price, and continuing availability of the loan type selected. This is not a commitment to lend.

Feel free to have any lender, seller, seller's representative or any other party involved in this transaction contact me directly for any questions or additional information regarding this pre approval. As a private money lender, our primary criteria is less than or equal to 65.000% LTV and the documented ability to service the loan. We look forward to completing this transaction on your behalf.

Sincerely,

Walter Payne

President

California Dept of Real Estate License # 01375991 - Walter Payne, NMLS # 245765
California Dept of Real Estate License # 01375992 - Vantex Mortgage Group, Inc, NMLS # 245853

2011 Palomar Airport Road Ste. 112 Carlsbad, CA 92011
(760) 448-4651 direct line Fax: (760) 585-1386
www.vantexmortgage.com wapayne@vantexmortgage.com

EXHIBIT M

Max Maxfield, WY Secretary of State
FILED: 06/11/2012 11:36 AM
Original ID: 2012-000622955
Amendment ID: 2012-001346404

EXHIBIT A

**AMENDMENT
to the
ARTICLES OF INCORPORATION
of
MyECheck, INC.**

Pursuant to the laws of the State of Wyoming, MyECheck, Inc. does hereby amend its Articles of Incorporation to read as follows:

ARTICLE I.

The name of this corporation is:

MyECheck, Inc.

ARTICLE II.

The total number of shares this corporation is authorized to issue is 5,000,000,000 (five billion), allocated as follows among these classes and series of stock:

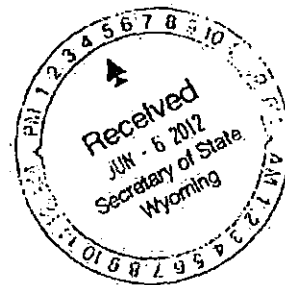
- Common Stock Class, par value \$0.00001 per share – 4,900,000,000 shares authorized;
- Preferred Stock Class, Series A, par value \$0.0001 per share – 10,000,000 shares authorized.
- Preferred Stock Class, Series B, par value \$0.0001 per share – 90,000,000 shares authorized.

The participating rights, relative rights, optional or other special rights, powers, designations, preferences, issuance rules, limitations, restrictions and qualifications for each of the three classes of stock, as well as the authorized amounts for each, shall be determined, where actively or passively allowed by state and/or federal law, by the bylaws, as amended, as approved by a majority of the duly-elected Directors of this corporation.

ARTICLE III.

The street address of this corporation is:

6026 Ladero Way
El Dorado Hills, CA 95762.



ARTICLE IV.

The liability of any director to this corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, is eliminated, except liability for:

- (A) The amount of financial benefit received by a director to which he is not entitled;
- (B) An intentional infliction of harm on the corporation or shareholders;
- (C) A violation to the laws of the State of Wyoming ; or
- (D) An intentional violation of criminal law; and

ARTICLE V.

Indemnification of any director for liability (as defined in the laws of the State of Wyoming) to any person for any action taken, or failure to take any action, as a director, is obligatory, except liability for:

- (A) Receipt of a financial benefit to which he is not entitled;
- (B) An intentional infliction of harm on the corporation or its shareholders;
- (C) A violation to the laws of the State of Wyoming ; or
- (D) An intentional violation of criminal law.

ARTICLE VI.

Pursuant to the laws of the State of Wyoming , the Board of Directors has the complete authority to make, amend, alter or repeal the Bylaws of the corporation.

Executed this 29rd day of May, 2012, by the Chief Executive Officer and Chairman of the Board of Directors of this corporation, MyECheck, Inc.



Edward R. Starrs, Chief Executive Officer

EXHIBIT N

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") dated this 29th day of May, 2012 (the "Effective Date"), by and between MyECheck, Inc., a Wyoming corporation with offices in California (the "Company"), and Edward R. Starrs, (the "Executive").

WITNESSETH:

WHEREAS, the Company is engaged in and seeks to expand its business in the electronic payments industry and related industry segments, and the Executive has unique and significant experience in managing and operating businesses and as a senior management executive that is critical to the Company's operations and future prospects;

WHEREAS, the Company believes its progress and its prospects for future development and growth are dependent on the Executive serving as the Company's Chief Executive Officer;

WHEREAS, the Board of Directors of the Company (the "Board") has authorized this Agreement with the Executive and has approved its terms and conditions, all of which the Board has found to be reasonable, proper, and in the best interest of the Company;

WHEREAS, the Company and the Executive desire to set forth the terms and conditions pursuant to which the Executive will be employed to the Company; and

WHEREAS, the Executive is willing to be employed by the Company pursuant to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing premises and of the mutual covenants and undertakings contained herein, the parties to this agreement hereby agree as follows:

Article I

EMPLOYMENT DUTIES AND COMPENSATION

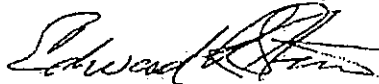
1.01 (a) Initial Terms of Employment and Duties. The Company and the Executive hereby agree that for a ten year (10) period beginning on the Effective Date, the Company shall employ the Director ("Director") and the Executive shall perform services for the Company onsite. The last day of the 10 year period shall be the "Termination Date" for purposes of this Agreement. Termination of this agreement can be made by the Executive without penalty upon 10 days written notice.

(b) Renewal of Term. Unless the Company shall have given the Executive written notice at least 180 days prior to the Termination Date, this Agreement shall renew and continue in effect for additional one-year periods (and all provisions of this anniversary from such original Termination Date shall thereafter be designated as the "Termination Date" for all purposes under this Agreement, provided, however, that the Company may, at its election at any time after the expiration of the initial term of this Agreement, give the Executive notice of Termination, in which event the Executive shall continue to receive, as severance pay, his base salary, if any, and benefits set forth in Paragraphs (d) and (f) below for 12 full months following such notice of termination. During such 12-month severance period, the Board may modify the Executive's

duties as described below. The Company agrees that it will not unreasonably withhold any annual renewals of this Agreement.

(c) **Duties.** As Director of the Company, the Executive shall carry out the strategic plans and policies as established by the business plan of the Company. The executive will advise the company from time to time on organization, hiring, mergers, and execution of the business plan.

(d) **Compensation:** The Executive will be paid, or otherwise owed, by the company, **3 billion shares of common stock; and one share of preferred series A stock**, all of which is fully paid and non-assessable. The stock compensation in this agreement is in addition to previously issued stock compensation. Additionally the Executive is entitled to receive \$240,000 per year in salary compensation, plus a bonus as approved by the Board of Directors, in addition full health benefits and participation in the Company stock option plan and all other perks and benefits offered to any other employee, officer, executive or director of the Company.

A handwritten signature in black ink, appearing to read "Edward R. Starrs". The signature is fluid and cursive, with a large initial "E" and "S".

Edward R. Starrs, CEO

**Consent to Action in Lieu of A Special Meeting
of the Board of Directors of MyECheck, Inc.**

The undersigned, being the shareholder(s) of a majority of the shares of voting stock issued and outstanding of MyECheck, Inc., a Wyoming Corporation (the "Corporation"), acting by written consent without a meeting pursuant to the Wyoming General Corporation Law, do hereby adopt the following resolutions with the same force and effect as if such resolutions had been duly presented and adopted at a special meeting of the shareholder(s) of the Corporation duly called and held on May 29, 2012.

WHEREAS, the Corporation has previously made numerous changes to its original Bylaws and desires to add further clarifications and additions to its Certificate and,

WHEREAS, the Corporation desires to increase this corporation, authorized to issue 5,000,000,000 (5 billion) common shares.

WHEREAS, the Corporation desires to change the par value of the common and preferred stock to the new par value of 0.00001.

WHEREAS, the Corporation desires to issue Executive Officer, Edward R. Starrs, President, of El Dorado Hills, CA 95762 USA 3,000,000,000 (3 billion) common restricted shares, according to the Employment Contract of April 23, 2012.

NOW, THEREFORE, be it:

RESOLVED, the Bylaws of the Corporation and restated as presented in this resolution, and,

FURTHER RESOLVED, that the Sole Officers of said Corporation be and they hereby are authorized to sign any and all documents and perform any and all acts on behalf of the Corporation, in their sole discretion, deem necessary, desirable or appropriate for the filing of the Restated and Amended Certificate of Incorporation with the State of Wyoming.

EXECUTED as of the 29rd day of May, 2012.

Signed:



Edward R. Starrs, President

EXHIBIT P



Wyoming Secretary of State
 State Capitol Building, Room 110
 200 West 24th Street
 Cheyenne, WY 82002-0020
 Ph. 307.777.7311
 Fax 307.777.5339
 Email: business@state.wy.us

Max Maxfield, WY Secretary of State
 FILED: 12/20/2013 10:23 AM
 Original ID: 2012-000622955
 Amendment ID: 2013-001562918

Profit Corporation
Application for Certificate of Reinstatement Following Administrative Dissolution

A corporation administratively dissolved under W.S. 17-16-1421 may apply to the Secretary of State for reinstatement within two (2) years after the effective date of dissolution.

1. Corporation name:

MYECHECK, INC.

2. Effective date of its administrative dissolution: **07/10/2013**
(Date - mm/dd/yyyy)

3. Grounds for dissolution have been eliminated.

4. Corporation's name satisfies the requirements of W.S. 17-16-401.

Signature:
(May be executed by Chairman of Board, President or another of its officers.)

Date: **11/14/2013**
(mm/dd/yyyy)

Print Name: **EDWARD R STARRS**

Title: **PRESIDENT**

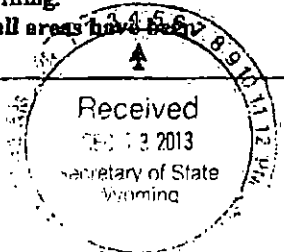
Contact Person: **ED STARRS**

Daytime Phone Number: **(916) 365-6963**

Email: **ED.STARRS@MYECHECK.COM**

Checklist

- Check one box only:
 - (a) Failure to file annual report - if the corporation was administratively dissolved for failure to file its annual report and pay the annual license tax, all delinquent reports must accompany this form along with the \$50.00 reinstatement fee and taxes for each delinquent report.
 - (b) Failure to maintain registered agent - if the corporation was administratively dissolved for failure to maintain a registered agent, the reinstatement fee is \$250.00 and payment of any fees and taxes then delinquent.
- Make check or money order payable to Wyoming Secretary of State.
- Please submit one originally signed document and one exact photocopy of the filing.
- Please review form prior to submitting to the Secretary of State to ensure all areas have been completed to avoid a delay in the processing of your documents.



STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, Secretary of State of the State of Wyoming, do hereby certify that the certificate of dissolution for the entity listed below has been canceled and this entity has been reinstated effective December 20, 2013 as the grounds for administrative dissolution have been eliminated.

CERTIFICATE OF REINSTATEMENT

MYECHECK, INC.

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 20th day of December, 2013



Filed Date: 12/20/2013

Max Maxfield
Secretary of State.

By: Machá Bowman

EXHIBIT Q

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in County Recorder's office for the County where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree
(Make necessary corrections to the printed name and mailing address)

MyCheck, Inc.
4140 Borders Drive
El Dorado Hills, CA 95762

ASSESSOR'S PARCEL NUMBER

122-210-25-100

SELLER/TRANSFEROR

Wells Fargo Bank, N.A., As Trustee, on behalf of the Holders of the Harborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12

BUYER'S DAYTIME TELEPHONE NUMBER

916-265-6916 3

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

1743 Terracina Drive, El Dorado Hills, CA 95762

MAIL PROPERTY TAX INFORMATION TO (NAME)

MyCheck, Inc.

ADDRESS

4140 Borders Drive

CITY

El Dorado Hills

STATE

CA

ZIP CODE

95762

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
- D. This transfer is the result of a cotenant's death. Date of death _____
- E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
- F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., assignor). If YES, please explain: _____
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
- Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance. \$650,000.00
- Down payment: \$ _____ Interest rate: _____ % Seller-paid points or closing costs: \$ _____
Balloon payment: \$ _____
- Loan carried by seller Assumption of Contractual Assessment* with a remaining balance of: \$ _____
*An assessment used to finance property-specific improvements that constitutes a lien against the real property.
- B. The property was purchased: Through real estate broker. Broker name: _____ Phone number: () _____
 Direct from seller From a family member
 Other. Please explain: _____
- C. Please explain any special terms, seller concessions, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.


PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
- Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, are included in the purchase price. Examples are furniture, farm equipment, machinery, club memberships, etc. Attach list if available.
If YES, enter the value of the personal/business property: \$ _____
- C. YES NO A manufactured home is included in the purchase price.
If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief. This declaration is binding on each and every buyer/transferee.


SIGNATURE OF BUYER/TRANFEREE OR CORPORATE OFFICER 	DATE 3/15/14
NAME OF BUYER/TRANSFEREE OR REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) Myecheck Inc Ed Starris	TITLE CEO
E-MAIL ADDRESS ed.starris@myecheck.com	

The Assessor's office may contact you for additional information regarding this transaction.

EXHIBIT R

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
David R. Morris
Morris Law Group, PLC
5137 Golden Foothill Parkway, Ste. 110
El Dorado Hills, CA, 95762

MAIL TAX STATEMENTS TO
Ed Starrs
1743 Terracina Drive
El Dorado Hills, CA 95762


El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2016-0044364-00
Check Number 2490
Wednesday, SEP 21, 2016 08:45:01
Ttl Pd \$21.00 Rcpt # 0001797996
KMV/C1/1-2

TRANSFER DEED
APN: 122-210-25-100

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A §1 et. seq.)
The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Documentary transfer tax is \$0. Transfer into a trust (R&T Code § 11930)

**PCOS
FILED**

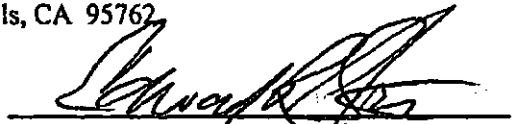
GRANTOR: My Check Inc, Edward Robert Starrs, President,
hereby **GRANTS to:** 1st Base Trust, Edward Robert Starrs, Trustee,

the following described real property in the Unincorporated Area of El Dorado Hills, County of El Dorado, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE

More commonly known as 1743 Terracina Drive, El Dorado Hills, CA 95762

Dated: July 19, 2016

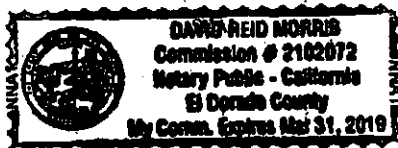

Edward Robert Starrs, Grantor

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
 §
COUNTY OF EL DORADO §

On this July 19, 2016, before me, David Reid Morris, Esq., Notary Public, personally appeared Edward Robert Starrs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



WITNESS my hand and official seal.

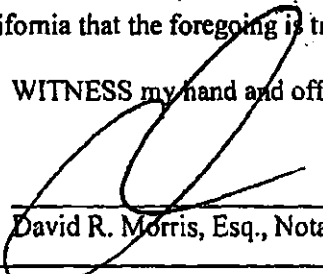

David R. Morris, Esq., Notary Public

EXHIBIT "A"
Legal Description

Lot 157, as shown on that certain map entitled "Serrano Village C 1-UNIT 5," Filed in the office of the County Recorder of El Dorado County, State of California, on October 3, 2001, in Map Book I at Page 110.

EXCEPTING THEREFROM: All oil, Gas and other Hydrocarbon substances, inert Gases, Minerals and Metals, lying below a depth of 500 Feet from the surface of said land and Real Property, whether now known to exist or hereafter discovered, but without, however any right to use the surface of such land and real property or any other portion thereof, above a depth of 500 Feet from the surface of said land and Real Property for any purposes whatsoever, as excepted and reserved in the deeds from El Dorado Hills investors LTD., a California Limited Partnership, Recorded October 23, 1989 in Book 3227 of Official Records, Pages 279 and 303.

APN: 122-210-25-100

09/21/2016.20160044364

DOUGLAS COUNTY, NV

2014-854249

RPTT:\$5.85 Rec:\$16.00

\$21.85

Pgs=3

12/12/2014 09:13 AM

TIMESHARE CLOSING SERVICES

KAREN ELLISON, RECORDER

APN: 1319-30-720-001 PTN

Recording requested by:
Michael Lee McClelland a/k/a Michael L. McClelland
and when recorded mail to:
Timeshare Closing Services, Inc.
8545 Commodity Circle
Orlando, FL 32819
www.timeshareclosingservices.com
Escrow # 67012714016

Mail Tax Statements To: Edward Robert Starrs, PO Box 10712, Zephyr Cove, Nevada 89448
Interval Number: 42-264-04-01
Consideration: \$1050.00

Grant, Bargain, Sale Deed

THIS INDENTURE WITNESSETH: That for a valuable consideration, receipt of which is hereby acknowledged, Michael Lee McClelland a/k/a Michael L. McClelland and Nora Jean McClelland a/k/a Nora J. McClelland, Husband and Wife, as Joint Tenants with Right of Survivorship, whose address is 8545 Commodity Circle, Orlando, Florida 32819, "Grantor"

Does hereby GRANT, BARGAIN, SELL AND CONVEY to: Edward Robert Starrs, an Unmarried Man, whose address is PO Box 10712, Zephyr Cove, Nevada 89448, "Grantee"

The following real property located in the State of Nevada, County of Douglas, known as Ridge Tahoe, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and Grantee's assignees forever.

Document Date: 12-9-14

IN WITNESS WHEREOF, the Grantor has executed this conveyance the day and year first below written.

[Signature]
Witness #1 Sign & Print Name:
ATMAN BISCOPE

Michael Lee McClelland by Brad Holtel ATIF
Michael Lee McClelland
a/k/a Michael L. McClelland
by Brad Holtel, as the true and lawful attorney in fact
under that power of attorney recorded herewith.

[Signature]
Witness #2 Sign & Print Name:
PATRICIA KAVEN

Nora Jean McClelland by Brad Holtel ATIF
Nora Jean McClelland a/k/a Nora J. McClelland
by Brad Holtel, as the true and lawful attorney in
fact under that power of attorney recorded herewith.

STATE OF Nevada) SS
COUNTY OF Clark)

On 12/9/14, before me, the undersigned notary, personally appeared Brad Holtel, as the true and lawful attorney in fact under that power of attorney recorded herewith for Michael Lee McClelland a/k/a Michael L. McClelland and Nora Jean McClelland a/k/a Nora J. McClelland, Husband and Wife, as Joint Tenants with Right of Survivorship, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE: *[Signature]*

My Commission Expires: 1/26/16

J.A. NURDEEN
NOTARY Public STATE of Nevada
My Commission Expires 1/26/2016
No. 12-9565-1

Exhibit "A"

File number: 67012714016

An undivided 1/51st interest as tenants in common in and to that certain real property and improvements and improvements as follows:

(A) An undivided 1/48th interest in and to Lot 42 as shown on Tahoe Village Unit No. 3-14th Amended Map, recorded April 1, 1994, as Document No. 333985, Official Records of Douglas County, State of Nevada, excepting therefrom Units 255 through 302 (inclusive) as shown in said map; and (B) Unit No. 264 as shown and defined on said map; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions, and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of the Ridge Tahoe Phase Seven, recorded April 26, 1995, as Document No. 360927, as amended by Amended and Restated Declaration of Annexation of the Ridge Tahoe Phase Seven recorded on May 4, 1995 as Document No. 361461, and as described in the First Amended Recitation of Easements affecting the Ridge Tahoe recorded June 9, 1995 as Document No. 363815, and subject to said Declarations; with the exclusive right to use said interest, in Lot 42 only, for one week each year in accordance with said Declarations.

Together with a 13-foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada being more particular described as follow:

Beginning at the Northwest corner of the easement said point bears S. 43°19'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village, Unit No. 3, 13th Amended Map, Document no. 269053 of the Douglas County Recorder's Office;

thence S. 52°20'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13th Amended map;
thence S. 14°00'00" W., along said Northerly line, 14.19 feet;
thence N. 52°20'29" W., 30.59 feet;
thence N. 37°33'12" E., 13.00 feet to the POINT OF BEGINNING.

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)
 a. 1319-30-720-001 PTN
 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
 Other TIMESHARE

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

3. a. Total Value/Sales Price of Property \$ 1,050.00
 b. Deed in Lieu of Foreclosure Only (value of property) (0.00)
 c. Transfer Tax Value: \$ 1,050.00
 d. Real Property Transfer Tax Due \$ 5.85

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

5. Partial Interest: Percentage being transferred: 100.00 %
 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: AGENT
 Signature: _____ Capacity: AGENT

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: MICHAEL L MCCLELLAND
 Address: 8545 COMMODITY CIRCLE
 City: ORLANDO
 State: FL Zip: 32819

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: EWARD ROBERT STARRS
 Address: PO BOX 10712
 City: ZEPHYR COVE
 State: NV Zip: 89448

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
 Print Name: TIMESHARE CLOSING SERVCIES Escrow #: 67012714016
 Address: 8545 COMMODITY CIRCLE
 City: ORLANDO State: FL Zip: 32819

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
David R. Morris

Morris Law Group, PLC
5137 Golden Foothill Parkway, Ste. 110
El Dorado Hills, CA, 95762

DOUGLAS COUNTY 2016-887244
Rec:\$15.00
Total:\$15.00 09/07/2016 12:23 PM
MORRIS LAW GROUP, PLC Pgs=3



KAREN ELLISON, RECORDER E07

MAIL TAX STATEMENTS TO
Ed Starrs
1743 Terracina Drive
El Dorado Hills, CA 95762

TRANSFER DEED
APN: 1319-30-720-001

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
THERE IS NO CONSIDERATION FOR THIS TRANSFER.
Documentary transfer tax is \$0. Transfer into a trust (R&T Code § 11930)


GRANTOR: Edward Robert Starrs, an unmarried man,
hereby **GRANTS to:** 1st Base Trust, Edward Robert Starrs, trustee,

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

See Exhibit "A" attached hereto and made a part hereof.

More commonly known as: The Ridge Tahoe Interval #42-264-04-01

Dated: July 19, 2016


Edward Robert Starrs, Grantor

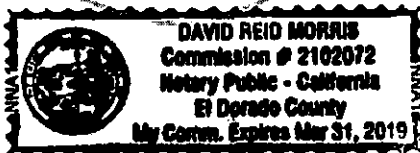
A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF EL DORADO

On this July 19, 2016, before me, **David Reid Morris, Esq.**, Notary Public, personally appeared Edward Robert Starrs, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.



WITNESS my hand and official seal.

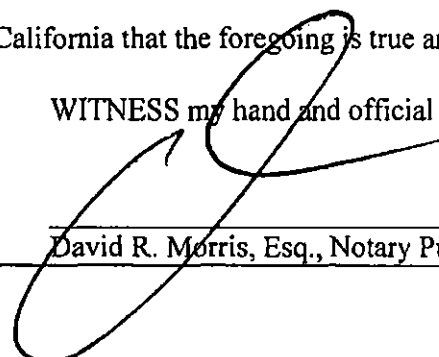

David R. Morris, Esq., Notary Public

Exhibit "A"

File number: 67012714016

An undivided 1/51st interest as tenants in common in and to that certain real property and improvements and improvements as follows:

(A) An undivided 1/48th interest in and to Lot 42 as shown on Tahoe Village Unit No. 3-14th Amended Map, recorded April 1, 1994, as Document No. 333985, Official Records of Douglas County, State of Nevada, excepting therefrom Units 255 through 302 (inclusive) as shown in said map; and (B) Unit No. 264 as shown and defined on said map; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions, and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of the Ridge Tahoe Phase Seven, recorded April 26, 1995, as Document No. 360927, as amended by Amended and Restated Declaration of Annexation of the Ridge Tahoe Phase Seven recorded on May 4, 1995 as Document No. 361461, and as described in the First Amended Recitation of Easements affecting the Ridge Tahoe, recorded June 9, 1995 as Document No. 363815, and subject to said Declarations; with the exclusive right to use said interest, in Lot 42 only, for one week each year in accordance with said Declarations.

Together with a 13-foot wide easement located within a portion of Section 30, Township 13 North, Range 19 East, MDB&M, Douglas County, Nevada being more particular described as follow:

Beginning at the Northwest corner of the easement said point bears S. 43°19'06" E., 472.67 feet from Control Point "C" as shown on the Tahoe Village, Unit No. 3, 13th Amended Map, Document no. 269053 of the Douglas County Recorder's Office;

thence S. 52°20'29" E., 24.92 feet to a point on the Northerly line of Lot 36 as shown on said 13th Amended map;
thence S. 14°00'00" W., along said Northerly line, 14.19 feet;
thence N. 52°20'29" W., 30.59 feet;
thence N. 37°33'12" E., 13.00 feet to the POINT OF BEGINNING.

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 1319-30-720-001
 b) _____
 c) _____
 d) _____

2. Type of Property:

a) <input type="checkbox"/>	Vacant Land	b) <input type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm' W/nd'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input checked="" type="checkbox"/>	Other <u>Timeshare</u>		

FOR RECORDERS OPTIONAL USE ONLY
 Notes: Verified Trust Cert - J
Per Linda SHARKEY - OK to Add
Without Consideration: Address

3. Total Value/Sales Price of Property:

	<u>\$ 10,000.00</u>
Deed in Lieu of Foreclosure Only (value of property)	<u>\$ 0.00</u>
Transfer Tax Value:	<u>\$ 0.00</u>
Real Property Transfer Tax Due:	<u>\$ 0.00</u>

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: (7)
 b. Explain Reason for Exemption:
A mere change transferring from an LLC to a trust - without consideration

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 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 [Signature] Capacity Grantee
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: GreenPay LLC
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: 1st Base Trust
 Address: 1743 Terracina Dr
 City: El Dorado Hills
 State: CA Zip: 95762

COMPANY/PERSON REQUESTING RECORDING

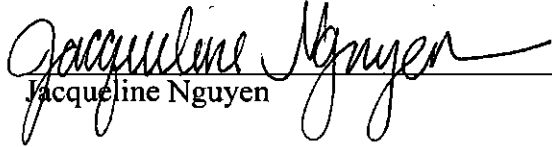
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Edward Robert Starrs Escrow # _____
 Address: 1743 Terracina Drive
 City: El Dorado Hills State: CA Zip: 95762

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(BY OVERNIGHT SERVICE): I served the document by depositing copies of the above document(s) in an envelope or package designated by said service with delivery fees paid and placing same in a box or other facility regularly maintained by: **UPS OVERNIGHT SERVICE;** **U.S. EXPRESS MAIL SERVICE;** **FEDERAL EXPRESS;** **NORCO OVERNITE.**

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. EXECUTED on October 18, 2016, at Irvine, California.



Jacqueline Nguyen