

04/04/2024

Nebraska Real Estate Commission
P.O. Box 94667
Lincoln, Nebraska 68509-4667
(402) 471-2004
Scheduled Settlement Hearings
From 01/01/2024 Through 06/30/2024

EXHIBIT

12c

HEARINGS:

April 25, 2024

2023-015 Dr. Shirley J. McKeller and Belinda A Morrow v. Aaron Scott Krier

10:30 am Douglas Ruge
Aaron Scott Krier
Telegraph Lofts East Center 4th Floor Conference Room
200 South 21st St.
Lincoln, NE 68510

2022-026 Nebraska Real Estate Commission v. Jason Allan Young

10:30 am Zachery Lutz-Priefert
Jason Allan Young
Telegraph Lofts East Center 4th Floor Conference Room
200 South 21st St.
Lincoln, NE 68510

2023-004 Mark Garth and Paula Garth v. Tom Simmons and Matthew Ryan Carper

10:30 am Mark LaPuzza
Tom Simmons
Matthew Ryan Carper
Telegraph Lofts East Center 4th Floor Conference Room
200 South 21st St.
Lincoln, NE 68510

May 16, 2023

2022-040 Delores A. & Matthew Focken vs. Mauricio Martinez Eusse, Lyudmila Anatolivna Gorbun, & Larry M. Holmes

10:30 am Mauricio Martinez Eusse
Commission moved dismiss on other two
Telegraph Lofts East Center 4th Floor Conference Room
200 South 21st St.
Lincoln, NE 68510

2022-036 Commission v. Mark Douglas Hart

Mark Douglas Hart
Osborne Room of the Graduate
141 N. 9th St.
Lincoln, NE 68508
(402) 475-4011

June 20, 2024

2022-031 Jean McBride vs. Benjamin Edward Muraskin & Jacob Cole Muraskin

10:30 am Rubina Khaleel
Benjamin Edward Muraskin
Jacob Cole Muraskin
Telegraph Lofts East Center 4th Floor Conference Room
200 South 21st St.
Lincoln, NE 68510

P2024-001 Yolmiler Diaz Guillen v. Nebraska Real Estate Commission

10:30 am Rubina Khaleel
Yolmiler Diaz Guillen
Telegraph Lofts East Center 4th Floor Conference Room
200 South 21st St.
Lincoln, NE 68510

**BEFORE THE NEBRASKA REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, *ex rel.*,)
NEBRASKA REAL ESTATE)
COMMISSION,)
Matt Garth and Paula Garth)
)
Complainant,)
)
vs.)
)
MATTHEW RYAN CARPER)
TOM SIMMONS)
Respondents.)

Case No. 2023-004

NOTICE OF HEARING

TO: Matthew Ryan Carper, Respondent.

You are hereby notified that a hearing will be held in the above-captioned matter on the 25th day of April, 2024, at 10:30 a.m., or after the conclusion of the hearing on complaint number 2022-026, also scheduled for 10:30 a.m., whichever is later, in the Telegraph Lofts East Center, 4th floor Conference Room, located at 200 South 21st. St, in Lincoln, Nebraska, to inquire into the charges included in the above-referenced Complaint, which was previously served upon you by Certified United States Mail. You have the right, at your own expense, to be represented at this hearing by legal counsel of your own choosing. The Real Estate Commission urges you to be represented by counsel and encourages you to contact legal counsel as soon as possible so this matter can be held as scheduled. You are further notified that if you fail to appear, the matter will be heard and such Order will be entered as is just and proper.

Any party may request that a Prehearing Conference be held in accordance with the procedures specified in NAC Title 305, Chapter 4, Section 6. The request shall be in the form of a pleading and shall be filed and served in accordance with NAC Title 305, Chapter 4, Section 4. Any such request shall be served within ten (10) business days after a party or the party's

representative receives this Notice of Hearing. The request shall specify why that party believes a Prehearing Conference would be beneficial to the parties or to the Commission. Reasons for requesting a Prehearing Conference may include, but are not limited to, the number of witnesses likely to be called; the number of exhibits likely to be offered; and the complexity of the issues.

A party who opposes the request may file an opposition to the request within five business (5) days after the service of the Request for Prehearing Conference. The opposition shall also be filed and served as a pleading. A Request for a Prehearing Conference will be ruled on by the Chairperson of the Commission. The Chairperson may order a Prehearing Conference even if such a conference is not requested by any of the parties.

Dated this 27 day of March, 2024.



GL

Greg Lemon, Director

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **Notice of Hearing** was served upon the parties or their attorneys of record by mailing the same by United States mail, postage prepaid, this 27 day of March 2024, addressed as follows:



GL

Greg Lemon, Director

Matthew Ryan Carper
4949 Underwood Ave.
Omaha, Nebraska 68132
CERTIFIED MAIL # 7021 2720 0000 7084 8703
RETURN RECEIPT REQUESTED



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Delivered, Front Desk/Reception/Mail Room

OMAHA, NE 68132

March 29, 2024, 12:00 pm

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Feedback

**BEFORE THE NEBRASKA REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, *ex rel.*,)
NEBRASKA REAL ESTATE)
COMMISSION,)
Matt Garth and Paula Garth)
)
Complainant,)
)
vs.)
)
MATTHEW RYAN CARPER)
TOM SIMMONS)
Respondents.)

Case No. 2023-004

NOTICE OF HEARING

TO: Tom Simmons, Respondent.

You are hereby notified that a hearing will be held in the above-captioned matter on the 26th day of April, 2024, at 9:30 a.m., or after the conclusion of the hearing on complaint number 2022-026, also scheduled for 10:30 a.m. on the 25th Day of April, 2024, whichever is later, in the Telegraph Lofts East Center, 4th floor Conference Room, located at 200 South 21st. St, in Lincoln, Nebraska, to inquire into the charges included in the above-referenced Complaint, which was previously served upon you by Certified United States Mail. You have the right, at your own expense, to be represented at this hearing by legal counsel of your own choosing. The Real Estate Commission urges you to be represented by counsel and encourages you to contact legal counsel as soon as possible so this matter can be held as scheduled. You are further notified that if you fail to appear, the matter will be heard and such Order will be entered as is just and proper.

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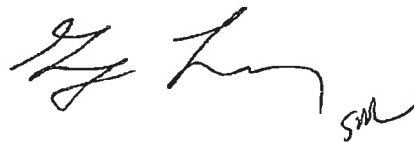
Dated this 17 day of March, 2024.



Greg Lemon, Director

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **Notice of Hearing** was served upon the parties or their attorneys of record by mailing the same by United States mail, postage prepaid, this 17 day of March, 2024 addressed as follows:



Greg Lemon, Director

Tom Simmons
4949 Underwood Ave.
Omaha, Nebraska 68132
CERTIFIED MAIL # 7021 2720 0000 7084 8697
RETURN RECEIPT REQUESTED



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tom Simmons
4949 Underwood Ave
Omaha, NE 68132



9590 9402 8379 3156 1396 63

2. Article Number (Transfer from service label)

7021 2720 0000 7084 8697

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Melissa Gillis
 Agent
 Addressee

B. Received by (Printed Name)

Melissa Gillis

C. Date of Delivery

3-29-21

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

2023-024 Note Hwy

**BEFORE THE NEBRASKA REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, *ex rel.*,)
NEBRASKA REAL ESTATE)
COMMISSION,)
Matt Garth and Paula Garth)
)
Complainant,)
)
vs.)
)
MATTHEW RYAN CARPER)
TOM SIMMONS)
Respondents.)

Case No. 2023-004

NOTICE OF HEARING

TO: Matthew Ryan Carper, Respondent.

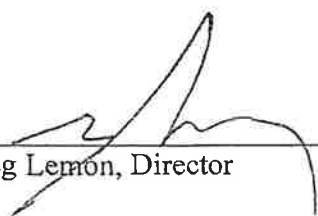
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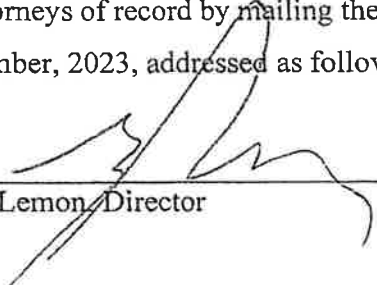
Dated this 5th day of December, 2023.



Greg Lemon, Director

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **Notice of Hearing** was served upon the parties or their attorneys of record by mailing the same by United States mail, postage prepaid, this 5th day of December, 2023, addressed as follows:



Greg Lemon, Director

Matthew Ryan Carper
4949 Underwood Ave.
Omaha, Nebraska 68132
CERTIFIED MAIL # 7021 2720 0000 7084 8574
RETURN RECEIPT REQUESTED

cc: JL Spray, Commission's attorney
Mark LaPuzza, Respondent's Attorney



SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Matthew Ryan Carper
 4949 Underwood Avenue
 Omaha, NE 68132



9590 9402 7382 2028 9051 12

2. Article Number (Transfer from service label)

7021 2720 0000 7084 8574

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 B. Received by (Printed Name) Addressee

C. Date of Delivery
 MELISSA RYAN CARPER 12-11-23

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Signature Confirmation Restricted Delivery
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

**BEFORE THE NEBRASKA REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, *ex rel.*,)
NEBRASKA REAL ESTATE)
COMMISSION,)
Matt Garth and Paula Garth,)
)
Complainant,)
)
vs.)
)
MATTHEW RYAN CARPER)
TOM SIMMONS)
Respondents.)

Case No. 2023-004

NOTICE OF HEARING

TO: Tom Simmons, Respondent.

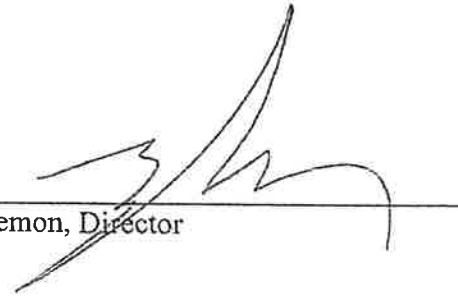
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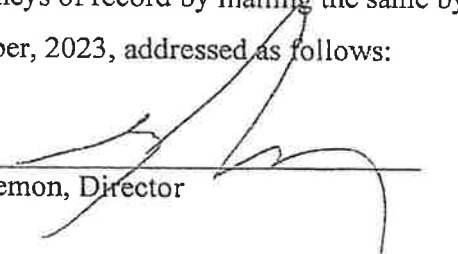
Dated this 5th day of December, 2023.



Greg Lemon, Director

CERTIFICATE OF SERVICE

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Greg Lemon, Director

Tom Simmons
4949 Underwood Ave.
Omaha, Nebraska 68132
CERTIFIED MAIL # 7021 2720 0000 7084 8581
RETURN RECEIPT REQUESTED

cc: JL Spray, Commission's attorney
Mark LaPuzza, Respondent's Attorney



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tom Simmons
4949 Underwood Avenue
Omaha, NE 68132

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Tom Simmons Addressee
B. Received by (Printed Name) C. Date of Delivery
Tom Simmons *12-11-23*
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature Restricted Delivery
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery
 - Restricted Delivery



9590 9402 7382 2028 9050 82

2. Article Number (Transfer from service label)
7021 2720 0000 7084 8581

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

**BEFORE THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, ex rel.,

Case No. 2023-004

)
)
)
)

**Mark Garth and Paula Garth
Husband and Wife**

Complainants,

vs.

COMPLAINT

)
)
)

**Matthew Carper, Tom Simmons and Gold
Coast Real Estate, Inc.**

Respondents

This Complaint is filed under the authority of Title 305 N.A.C. Chapter 4-008.

1. The name, address, and telephone number of each person filing this Complaint is as follows:

Mark Garth (641) 357-3120
Paula Garth (402) 669-8034
18033 Pierce Plaza
Omaha, NE 68130

2. The name, address, and telephone number of each person against whom this Complaint is filed is as follows:

Matthew Carper, Agent (402) 250-0491

Gold Coast Real Estate, Inc. d/b/a Better Homes and Garden Real Estate The
Good Life Group
16909 Lakeside Hills Plaza, Omaha, NE 68130

Tom Simmons, Broker (402) 612-7418

Gold Coast Real Estate, Inc. d/b/a Better Homes and Garden Real Estate The
Good Life Group
4949 Underwood Ave., Omaha, NE 68132

3. The facts upon which this Complaint is based, and the section or sections of statute and/or Nebraska Real Estate Commission rule, regulation, or order which have been violated are as follows:

The actions of Mathew Carper and Tom Simmons, individually and in cooperation with each other, have violated the following provisions under the Nebraska Real Estate License Act and Rules and Regulations:

Nebraska Real Estate License Act

Statute 81-855.24 (16) Violating Agency

76-2417 (1a, 1b, 1ci, 1e)

Statute 81-855.24 (22) Substantial Misrepresentations

Statute 81-855.24 (29) Demonstrating Negligence, Incompetency or Unworthiness

Rules and Regulations

Title 299 Chapter 5, Section 003.07 Violating Agency State

Title 299 Chapter 5, Section 003.19 Failure Of Licensee To Supervise

Title 299 Chapter 5, Section 003.22 Failure Of Broker To Supervise

Summary

This complaint for misrepresentation, incompetence and unworthiness is being brought against Matthew Carper, agent, and Tom Simmons, broker, of Gold Coast Real Estate, Inc., d/b/a Better Homes and Gardens Real Estate The Good Life Group. On April 2, 2022, Mark and Paula Garth attempted to purchase a home located at 1405 S. 185th Circle, Omaha, NE which was represented by Matt Carper. In the process of making an offer, Matt Carper made numerous dishonest representations that violated the ethical standards of The National Association of Realtors. In the course of negotiations, Carper interacted with Therese Wehner of Berkshire Hathaway HomeServices Ambassador Real Estate and made repeated misleading misrepresentations designed to induce the Garths' to make an offer. The intentional dishonesty and lack of competence demonstrated by Carper directly benefited Carper financially as well as Carper's clients. After the offer was accepted, Carper continued to make these misrepresentations to several other parties despite indisputable, documented evidence being shared with Carper that directly proved Carper's false statements.

Tom Simmons, broker, is included in the complaint as the person directly responsible for overseeing Carper's actions. Simmons was also provided the unquestionable documentation of Carper's misrepresentations and was given the opportunity to work with the Garths to correct the

fraud. However, Simmons chose instead to ignore the proof and his professional responsibilities and let his insurance company handle the dispute under an errors and omissions policy, despite the actions that occurred being neither errors nor omissions.

In the months since, the parties have attempted to resolve the matter. However, Carper and Gold Coast continue to resist and instead have filed motions to be removed from arbitration. Because there is no longer any hope of a reasonable and amicable resolution, this complaint is being filed. No agent should be allowed to engage in the type of intentional misrepresentation, incompetence and unworthiness that was enacted by Carper, and no broker should be allowed to ignore the dishonesty of anyone working for them such as that condoned by Simmons, especially after being presented irrefutable proof that it occurred. The egregious and intentional behavior of Carper, as well as the blatant indifference of Simmons when presented with documented verification, damage the professional integrity of the real estate profession and violate their fiduciary responsibilities to the public.

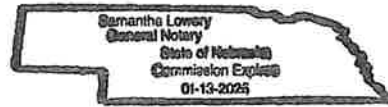
Facts

1. **April 2, 2022:** The Garths' submitted an offer to purchase the property at 1404 S. 185th Circle, Omaha, NE at 2:38 pm.
 - a. The offer was for \$900,011 in cash, with no contingencies or inspections, and a Multiple Offer Addendum which would match any competing offers and increase the offer to the Seller in increments of \$10,000, up to a maximum of \$1,100,011.00 **with the condition that the Garths' receive proof of the competing offer.**
2. Carper called Therese Wehner late that afternoon/early evening to ask if we would consider simply buying the house for \$1,100,011.00.
 - a. **We said no and that our original offer stood as written, with our offer subject to proof of competing offer.**
3. Carper called Therese Wehner that evening to say that he had another offer that matched ours with an unlimited escalation provision.
 - a. It was communicated at that time that the other offer matched ours with the exception that it contained a contingency to sell their home.
 - b. However, **there was no mention that the escalation provision in the competing offer was subject to the other buyers prior approval.**
 - c. Carper also represented that he was expecting a third offer but that it was not being considered because it was not submitted in time. **The third offer from the McLennans' was submitted almost an hour before the Ruskins' executed their counter offer and at the same time that Carper was negotiating with the McDonalds' (see below).**
4. **Carper repeated that he had a fully matching offer** (other than the contingency to sell their house). On behalf of the Sellers, he then sent a counter offer with the maximum purchase price of \$1,100,011.00 including:
 - a. A requirement to demonstrate proof of funds.
 - b. Making the \$25,000 earnest deposit non-refundable and paid by 4/4/22.
 - c. HOA repairs to be completed before close.
 - d. Closing to be 5/31/22, post occupancy until 6/31/22 for \$1.
 - e. **No other terms were amended, including the requirement to provide proof of a matching offer.**
 - f. The Sellers executed at 8:44 pm.
5. Based on Carper's representation that he had a fully matching offer, the Garths' executed the purchase agreement at 9:16 pm. Carper committed to getting the matching offer to us right away.
6. **April 4, 2022: Carper provides the "matching offer", which had been submitted by Katie and Chris McDonald.**

- a. **It was the first time we had seen the competing offer and that the offer provided the McDonalds' the right to review and approve a competing offer.**
 - b. **It was clear that the offer did not truly contain an "unlimited" escalation.**
7. **April 11, 2022:** Carper spoke with an attorney for the Garths' and again falsely represented to the attorney that he had a fully matching offer.
8. **Mid-April, 2022:** Therese Wehner has a conversation with Katie McDonald in which Katie McDonald stated that she informed Matt Carper on April 2 that the most she and her husband would offer for the house was \$950,000.
 - a. As a result, under the terms of the offer, the revised offer should have been \$960,000.
 - b. **Matt Carper knew this when he falsely represented that he had a fully matching offer (see below).**
9. **April 26, 2022:** These facts were shared with Carper, Tom Simmons as broker, and the Sellers in the hopes that the matter could be resolved civilly.
10. **May 3, 2022:** All parties rejected the offer of settlement.
11. **May 17, 2022:** Katie McDonald provided a signed affidavit confirming:
 - a. Matt Carper told Katie McDonald around 6:05 pm that he had not received an offer of \$1.1 million.
 - b. Matt Carper asked Katie McDonald if a purchase price of \$1,100,000 was in their comfort range. Katie McDonald told Matt Carper that if the price reached \$1,100,000, they were out.
 - c. At 7:06 pm, Carper texted Katie McDonald and asked her what her max would be. Katie McDonald responded at 7:20 pm that her max was \$950,000 with Carper acknowledging receiving the response.
 - d. **It is irrefutable that Carper knew he did not have a matching offer when he was making the representation that he did.**
 - e. **Katie McDonalds maximum was communicated over an hour before the Sellers executed a counter offer.**
12. The clear and irrefutable documentation was provided to Matt Carper, Tom Simmons and the Sellers on **May 17, 2022** along with notification of an intent to file for arbitration and an offer to settle the matter privately.
 - a. **At that point, an attorney for the Good Life Group said that they would be handing the matter over to their insurance company under its error and omissions policy, even though the issue in question is for fraud and misrepresentation, not for errors or omissions.**
13. **May 24, 2022:** The Garths' attorneys notified the other parties that the Garths' had filed for arbitration, but offered to withdraw all claims if the parties would agree to close on the property on May 31.
 - a. At that time, the Garths' again offered to buy the home honoring the price of \$960,000 had the transaction been handled appropriately on April 2.
 - b. That offer was also turned down.
14. Efforts to resolve the matter without arbitration have been unsuccessful, leaving arbitration as the only means available to resolve the dispute.
 - a. However, Matt Carper and Gold Coast Realty have repeatedly attempted to be removed from involvement in the arbitration.
 - i. An Objection to Arbitrability was filed on Thursday July 7.
 - ii. The AAA arbitrator denied that request on Monday, October 3.
 - iii. The AAA Arbitration Hearing is set for April 28, 2023.
 - b. Matt Carper and Gold Coast Realty also filed a motion with the District Court on Thursday, September 8 to be removed from arbitration.
 - i. On Monday, December 5, the District Court ordered a trial hearing for Tuesday, February 21, 2023.

Attached Documents:

Arbitration Filing, with Supporting Documents, dated May 24, 2022
Katie McDonald Affidavit – dated May 17, 2022



STATE OF NEBRASKA)
COUNTY OF lancaſter)

ss.

Mark Garth, being first duly sworn, states that he or she is the person making this complaint; that he or she has read this complaint, and that the facts alleged are true, as he or she verily believes.

Mark Garth
Signature of Person Making Complaint

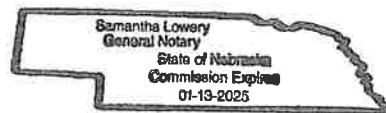
SUBSCRIBED AND SWORN to before me this 24 day of January, 2022.

[Signature]
Notary Public

[INSTRUCTIONS: The signature on this complaint must be notarized before it can be accepted for filing by the Commission.]

Attached Documents:

Arbitration Filing, with Supporting Documents, dated May 24, 2022
Katie McDonald Affidavit – dated May 17, 2022



STATE OF NEBRASKA)
)
COUNTY OF Lancaster)

ss.

Paula J. Garth, being first duly sworn, states that he or she is the person making this complaint; that he or she has read this complaint, and that the facts alleged are true, as he or she verily believes.

Paula J. Garth
Signature of Person Making Complaint

SUBSCRIBED AND SWORN to before me this 24 day of January.

Samantha Lowery
Notary Public

[INSTRUCTIONS: The signature on this complaint must be notarized before it can be accepted for filing by the Commission.]

May 24, 2022

VIA CERTIFIED MAIL

James and Lori Ruskin
1405 S 185th Circle
Omaha, NE 68130

Matthew Carper
16909 Lakeside Hills Plaza
Omaha, NE 68130

Gold Coast Real Estate, Inc
4949 Underwood Ave
Omaha, NE 68132

Re: 1405 S 185th Circle (the "Property")

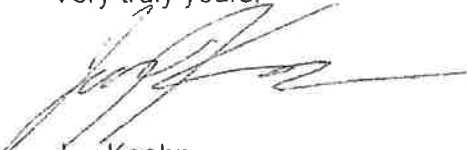
To whom it may concern:

Please find the enclosed demand for arbitration filed today with the American Arbitration Association on behalf of Mark and Paula Garth ("Garths"). The Garths intend to enforce their rights as per the Statement of Claim to the fullest extent. The Garths also intend to file a complaint with the Nebraska Real Estate Commission as well as the Omaha Chapter of the National Association of Realtors.

However, the Garths will agree to withdraw their claims against all respondents if the parties agree to close on the sale of the Property on Tuesday, May 31st, 2022 for the purchase price of \$960,000.00. Further, because the Respondents would not comply with the Claimant's request for a walk-through on May 23, 2022, the Respondents must agree to place \$25,000 into escrow to cover any damage to the Property incurred while the Property is in the Respondents' possession. Additionally, Respondents must agree to compensate the Garths for all out of pocket for costs incurred by the Garths in this matter, currently estimated at approximately \$10,000. The Garths agree to provide substantiation of out-of-pocket costs in the event of settlement. Please provide your acceptance to this proposal by 5:00 p.m. Central Time on May 27, 2022.

James and Lori Ruskin
Matthew Carper
Gold Coast Real Estate, Inc
May 24, 2022
Page 2

Very truly yours,



Jay Koehn

JDK:sm

cc: Mark LaPuzza (via email)
Larry Sheehan (via email)
Mark and Paula Garth



Mediation: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box .
There is no additional administrative fee for this service.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: James Ruskin & Lori Ruskin

Address: 1405 S. 185th Circle

City: Omaha

State: Nebraska

Zip Code: 68130

Phone No.: unknown, represented by counsel

Fax No.:

Email Address: unknown, represented by counsel

Name of Representative (if known): Lawrence Sheehan

Name of Firm (if applicable): Ellick, Jones, Buelt, Blazek, & Longo, LLP

Representative's Address: 9290 West Dodge Road, Suite 303

City: Omaha

State: Nebraska



Zip Code: 68114

Phone No.: 402-390-0930

Fax No.: 402-390-0127

Email Address: lsheehan@ellickjones.com

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:

See the attached Statement of Claim.

Mark and Paula Garth ("Claimants") were fraudulently induced to enter into a purchase agreement to purchase a residential property

Dollar Amount of Claim: \$ 140,011

Other Relief Sought: Attorneys Fees Interest Arbitration Costs Punitive/Exemplary

Other: Rescission of the Purchase Agreement

Amount enclosed: \$ 3,850

In accordance with Fee Schedule: Flexible Fee Schedule Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:

Hearing locale: Omaha, Nebraska

(check one) Requested by Claimant Locale provision included in the contract



Estimated time needed for hearings overall:		hours or 1	days
Type of Business:			
Claimant: N/A		Respondent: N/A	
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other?			
No			
Signature (may be signed by a representative):		Date:	
		5/24/22	
Name of Claimant: Mark and Paula Garth			
Address (to be used in connection with this case): P.O. Box 785			
City: Boys Town	State: Nebraska	<input type="checkbox"/>	Zip Code: 68010
Phone No.: 641-357-3120	Fax No.:		
Email Address: markgarth1@gmail.com			
Name of Representative: Jay Koehn			
Name of Firm (if applicable): McGrath North Mullin & Kratz			
Representative's Address: 1601 Dodge St Suite 3700			
City: Omaha	State: Nebraska	<input type="checkbox"/>	Zip Code: 68102
Phone No.: 402-341-3070	Fax No.: 402-341-0216		
Email Address: jkoehn@mcgrathnorth.com			
To begin proceedings, please file online at www.adr.org/fileonline . You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.			



Mediation: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box . There is no additional administrative fee for this service.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: Gold Coast Real Estate, Inc.

Address: 4949 Underwood Ave

City: Omaha State: Nebraska Zip Code: 68132

Phone No.: 4029325989 Fax No.:

Email Address:

Name of Representative (if known): Mark LaPuzza

Name of Firm (if applicable): Pansing Hogan Ernst & Bachman

Representative's Address: 10250 Regency Circle, Suite 300

City: Omaha State: Nebraska Zip Code:

Phone No.: 402-397-5500 Fax No.: 402-397-4853

Email Address: mlapuzza@pheblaw.com

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:

See the attached Statement of Claim.

Mark and Paula Garth ("Claimants") were fraudulently induced to enter into a purchase agreement to purchase a residential property

Dollar Amount of Claim: \$ 140,011

Other Relief Sought: Attorneys Fees Interest Arbitration Costs Punitive/Exemplary Other: Rescission of the Purchase Agreement

Amount enclosed: \$ 3,850.00

In accordance with Fee Schedule: Flexible Fee Schedule Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:

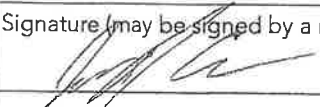
Hearing locale: Omaha, Nebraska (check one) Requested by Claimant Locale provision included in the contract



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

COMMERCIAL ARBITRATION RULES DEMAND FOR ARBITRATION

Estimated time needed for hearings overall:		hours or 1	days
Type of Business:			
Claimant: N/A		Respondent: Real Estate Broker/Agent	
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other?			
No			
Signature (may be signed by a representative):		Date:	
		5/24/22	
Name of Claimant: Mark and Paula Garth			
Address (to be used in connection with this case): P.O. Box 785			
City: Boy's Town		State: Select... <input type="checkbox"/>	Zip Code: 68010
Phone No.: 641-357-3120		Fax No.:	
Email Address: markgarth1@gmail.com			
Name of Representative: Jay Koehn			
Name of Firm (if applicable): McGrath North Mullin & Kratz			
Representative's Address: 1601 Dodge St Suite 3700			
City: Omaha		State: Nebraska <input type="checkbox"/>	Zip Code: 68102
Phone No.: 402-341-3040		Fax No.: 402-341-0215	
Email Address: jkoehn@mcgrathnorth.com			
To begin proceedings, please file online at www.adr.org/fileonline . You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.			

Please visit our website at www.adr.org/support to file this case online.
AAA Customer Service can be reached at 800-778-7879.



Mediation: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box .
There is no additional administrative fee for this service.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: Matthew Carper

Address: 16909 Lakeside Hills Plaza

City: Omaha State: Nebraska Zip Code: 68130

Phone No.: 402-932-5989 Fax No.:

Email Address:

Name of Representative (if known): Mark LaPuzza

Name of Firm (if applicable): Pansing Hogan Ernst & Bachman

Representative's Address: 10250 Regency Circle, Suite 300

City: Omaha State: Nebraska Zip Code:

Phone No.: 402-397-5500 Fax No.: 402-397-4853

Email Address: mlapuzza@pheblaw.com

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:
See the attached Statement of Claim.

Mark and Paula Garth ("Claimants") were fraudulently induced to enter into a purchase agreement to purchase a residential property

Dollar Amount of Claim: \$ 140,011

Other Relief Sought: Attorneys Fees Interest Arbitration Costs Punitive/Exemplary
 Other: Rescission of the Purchase Agreement

Amount enclosed: \$ 3,850.00

In accordance with Fee Schedule: Flexible Fee Schedule Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:

Hearing locale: Omaha, Nebraska
(check one) Requested by Claimant Locale provision included in the contract



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ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

**COMMERCIAL ARBITRATION RULES
DEMAND FOR ARBITRATION**

Estimated time needed for hearings overall:		hours or 1	days
Type of Business:			
Claimant: N/A		Respondent: Real Estate Broker/Agent	
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other?			
No			
Signature (may be signed by a representative):		Date:	
		5/24/22	
Name of Claimant: Mark and Paula Garth			
Address (to be used in connection with this case): P.O. Box 785			
City: Boys Town		State: Nebraska	Zip Code: 68010
Phone No.: 641-357-3120		Fax No.:	
Email Address: markgarth1@gmail.com			
Name of Representative: Jay Koehn			
Name of Firm (if applicable): McGrath North Mullin & Kratz			
Representative's Address: 1601 Dodge St Suite 3700			
City: Omaha		State: Nebraska <input type="checkbox"/>	Zip Code: 68102
Phone No.: 402-341-3040		Fax No.: 402-341-0215	
Email Address: jkoehn@mcgrathnorth.com			
To begin proceedings, please file online at www.adr.org/fileonline . You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.			

Please visit our website at www.adr.org/support to file this case online.
AAA Customer Service can be reached at 800-778-7879.

AMERICAN ARBITRATION ASSOCIATION

MARK GARTH and)
PAULA GARTH, Husband and Wife,) DEMAND FOR ARBITRATION AND
) STATEMENT OF CLAIM
Claimants,)
)
v.)
)
JAMES RUSKIN and)
LORI RUSKIN, Husband and Wife,)
MATTHEW CARPER, and)
GOLD COAST REAL ESTATE, INC,)
)
Respondents.)

COMES NOW, Claimants Mark and Paula Garth (hereinafter the "Garths"), by and through their attorneys, for their Complaint against Respondents, James and Lori Ruskin (hereinafter the "Ruskins"), Matthew Carper, and Gold Coast Real Estate, Inc (Collectively, the "Respondents"), states and alleges as follows:

PARTIES

1. Claimant Mark Garth is a Nebraska resident who resides in Omaha, Douglas County, Nebraska.
2. Claimant Paula Garth is a Nebraska resident who resides in Omaha, Douglas County, Nebraska.
3. Respondent James Ruskin is a Nebraska resident who resides in Omaha, Douglas County, Nebraska.
4. Respondent Lori Ruskin is a Nebraska resident who resides in Omaha, Douglas County, Nebraska.
5. Respondent Matthew Carper ("Carper") is a real estate agent, who is employed by Gold Coast Real Estate, Inc. d/b/a Better Homes and Gardens Real Estate The Good Life Group, located at 16909 Lakeside Hills Plz, Omaha, Nebraska 68130.
6. Respondent Gold Coast Real Estate, Inc, ("Gold Coast") is a Nebraska Corporation with its principal place of business in Nebraska, doing business as Better

Homes and Gardens Real Estate The Good Life Group, located at 4949 Underwood Ave, Omaha, NE 68132.

AGREEMENT TO ARBITRATE

7. Jurisdiction is granted under Section 31.3 of the Uniform Purchase Agreement (“Agreement”), attached hereto as Exhibit A, which provides:

“Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules—Real Estate Industry Arbitration Rules.”

BACKGROUND

8. The Mark and Paula Garth (the “Garths”) are husband and wife and were looking to purchase the home located at 1405 S. 185th Circle, Omaha Nebraska 68130 (the “Property”).

9. The James and Lori Ruskin (the “Ruskins”) are husband and wife and were looking to sell the Property through their agent Matthew Carper.

10. At all relevant times, Matthew Carper was an agent for the Ruskins and had the authority to act on behalf of the Ruskins in the sale of the Property.

11. At all relevant times, the Garths acted by and through their agent Therese Wehner who communicated with Carper, the agent for the Ruskins.

12. At all relevant times, Carper was acting within the scope of his employment with Gold Coast. At all relevant times, Carper was bound by the Code of Conduct of the Nebraska Real Estate Commission.

13. Just after 2:30 p.m on April 2, 2022, The Garths made an initial offer to purchase the Property from the Ruskins for \$900,011.00, including a \$25,000 Earnest Money deposit to be payable to an Escrow Agent. The offer required a proof of competing offers and included a Multiple Offer Addendum (attached as Exhibit B) which stated:

“In the event of multiple offers on this property, Buyer will match a competing net offer (**meaning net proceeds to the Seller inclusive of any seller paid costs of buyer or buyer paid costs of the seller unless otherwise stated**) and increase this

net proceeds offer to Seller by \$10,000.00 and **UP** to a maximum purchase price of \$1,100,011.00.

14. At some point after the Garth's offer on April 2, 2022, an inquiry was made whether the Garths would simply agree to off their maximum purchase price of \$1,100,011. At that time, the Garths refused and stated that the maximum purchase price was contingent on proof of a competing net offer pursuant to the Multiple Offer Addendum.

15. During the afternoon of Saturday, April 2, 2022, Katie and Chris McDonald (the "McDonalds"), submitted an offer on the Property (attached as Exhibit C).

17. Sometime prior to 6:05 p.m. on April 2, 2022, Carper specifically reached out to the McDonalds, asking if \$1,100,000 was in the competitor's "comfortable price range." The McDonalds told Carper, they would be "out" if the number was that high.

18. During back-and-forth telephone communications between Carper and Wehner, Carper represented to the Garths that a competing offer was "exactly the same" as the Garths' offer, except that the competing offer had a multiple offer addendum which was "unlimited." It also represented that the competing offer took the price of the Property to the Garths' maximum purchase price of \$1,100,011.00. It was represented that the only difference between the two offers was that the competing offer was contingent upon the sale and closing of the competing buyers' property.

19. After Carper represented the existence of a competing offer, the Garth's requested proof of the competing offer which justified the maximum purchase price. The competing offer was not shown to the Garths, but Carper continued to represent to the Garths that there was a competing offer.

20. During back-and-forth telephone communications between Carper and Wehner, Carper solicited multiple concessions from the Garth's based on the representation of a competing offer. To differentiate the Garth's offer from the competing offer with the "unlimited" multiple offer addendum that reached the Garths maximum purchase price of 1,100,011.00, the Garth's were asked to make concessions including the deposit of Earnest Money be non-refundable, and that the Ruskins be allowed to remain in possession of the Property until June 30, 2022, a full month after the closing.

21. At 7:06 p.m. on April 2, 2022, Carper reached back to the Katie McDonald via text to ask what their maximum purchase price would be. Katie told Carper she would only go up to \$950,000.

22. During back-and-forth telephone communications between Carper and Wehner, Carper represented that there was potentially a third offer on the Property, but represented that the third offer was not being considered because it was submitted too late.

23. The Ruskins made a counteroffer on April 2, 2022 around 9:00 p.m., setting the purchase price at \$1,100,011.00 and stated, among other things, that the Earnest Money was to be paid to the title company on a non-refundable basis.

24. The counteroffer was accepted by the Garths on April 2, 2022 upon reliance on Carver's representations of a competing offer which was "exactly the same" as the Garths' offer and took the price of the Property to the Garths' maximum purchase price of \$1,100,011.00.

25. The Uniform Purchase Agreement ("Agreement") was signed by both parties on April 2, 2022.

26. The Garths paid the \$25,000 Earnest Money deposit upon reliance on the representations made by the respondents.

27. Neither Carper nor the Ruskins provided documentation of a competing offer despite multiple demands from the Garths until after the Garths signed the Agreement.

28. The documentation of the McDonalds' competing offer was provided by Carver to the Garths on April 4, 2022. On April 4, 2022, Carver represented that the offer by the McDonalds was the offer competing with the Garths' offer.

29. The competing offer the Ruskins received by the McDonalds did have an "unlimited" Multiple Offer Addendum, but it was expressly subject to the McDonalds' approval of the final purchase price.

30. The McDonalds' expressed an approval of a maximum purchase price up to \$950,000.

31. The Garths have made several attempts to remedy the damages by informal settlement discussion, but no mutually agreeable resolution has been reached.

32. The Claimants remain willing and able to purchase the Property for the price of \$960,000.00, which represents the price of the Property in the absence of the fraud committed by the Respondents and Respondents shall be responsible for all costs incurred by the Claimants to settle this matter, including attorneys' fees and all other losses, liability damages, penalties, and expenses, including costs and fees of litigation and/or arbitration.

COUNT I: FRAUD

33. The Garths incorporate paragraphs 1 through 32 of their Statement of Claim as if fully set forth herein.

34. Carper, as agent for the Ruskins, made multiple representations about a competing offer on the Property that matched that of the Garths' maximum purchase price with an unlimited multiple offer addendum.

35. The representations made by Carper were false.

36. Carper knew the McDonalds would not exceed \$950,000 for the purchase of the Property.

37. The false representations made by Carper were intended induce the Garth's to agree to the counteroffer for the Garths' maximum purchase price stated in their Multiple Offer Addendum and for other concessions in order to purchase the Property.

38. The Garths reasonably relied upon Carper's false representations in agreeing to the counteroffer made by the Ruskins.

38. Because the Purchase Agreement was procured through fraud, it is void and unenforceable.

39. In the alternative, the Garths were damaged in an amount no less than \$140,011.00.

COUNT II: VICARIOUS LIABILITY (FRAUD)

40. The Garths incorporate paragraphs 1 through 39 of their Statement of Claim as if fully set forth herein.

41. As a real estate agent, selling homes to buyers is the kind of conduct Carper is employed to perform by both the Ruskins and Gold Coast.

42. The sale of homes is conduct that occurs substantially within the authorized place and time of Carper's employment.

43. Carper's conduct is actuated by a purpose to serve the Ruskins and Gold Coast.

44. The Ruskins are vicariously liable for the actions of their agent, Carper.

45. Gold Coat is vicariously liable for the actions of its agent, Carper, who was acting within the scope of his duties on behalf of Gold Coat.

PRAYER FOR RELIEF

WHEREFORE, Claimants, Mark and Paula Garth hereby request an arbitration award in their favor and against the Respondents rescinding the Purchase Agreement and declaring it void and unenforceable, including return of the Claimants' \$25,000 Earnest Deposit together with prejudgment interest and the cost of this arbitration, and all other loss, liability, damages, penalties and expenses, including attorney fees, resulting from acts and omissions of Respondents. In the alternative, the Claimants request an arbitration award in the amount in an amount proven at the arbitration hearing in an amount no less than \$140,011 together with prejudgment interest and the cost of this arbitration, and all other loss, liability, damages, penalties and expenses, including attorney fees, resulting from acts and omissions of Respondents.

DATED this 24th day of May 2022.

MARK GARTH AND PAULA GARTH, Claimants

By: *s Jay D. Koehn*

Jay Koehn, Nebraska #25784
McGrath North Mullin & Kratz, PC LLO
Suite 3700 First National Tower
1601 Dodge St.
Omaha, Nebraska 68102
(402) 341-3070
(402) 341-0216 fax
jkoehn@mcgrathnorth.com
Attorneys for Claimants



GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT



(This is a legally binding contract. If not understood, seek legal advice.)

The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

Berkshire Hathaway HomeServices Ambassador Real Estate, REALTORS® (Broker) Date: 04/02/2022 ("Date of Offer")

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: 1405 S 185th Circle City: Omaha State: NE Zip Code: 68130

2. Legal Description (Property): RIDGES-THE LOT 64 BLOCK 0 IRREG as surveyed, platted and recorded in Douglas County, NE State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: [checked] range [checked] oven [checked] refrigerator [checked] microwave [checked] dishwasher [] all window coverings [] all window covering hardware [checked] all light fixtures [checked] all ceiling fans [] washer [] dryer [] all TV mounts [checked] garage door opener(s) with 2 remotes [] outdoor play equipment [] propane tank (unless rented) [] storage shed [] work bench [checked] security cameras (unless rented) [checked] video doorbells [checked] digital/smart thermostats and light switches [checked] shelving located in garage & lower level, other (list in space) water softener, all custom window treatments excluding curtains & drapes, all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or only, free and clear of all liens, encumbrances or special taxes levied or assessed, [checked] no exceptions [] except, and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

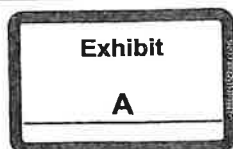
6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of Nine Hundred Thousand and Eleven dollars and no/xxxxxxxxxxxxxxxxx DOLLARS (\$900,011.00) on the following terms: \$25,000.00 (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows: [] delivered with this Agreement [] to be delivered later (if to be delivered later, see Section 10) [checked] to be delivered within 72 hours of final acceptance of this Agreement. Earnest Money payable to [checked] Escrow Agent [] Purchaser Broker [] Seller Broker [] Seller.

Delivered by: _____ Date: _____ Received by: _____ Date: _____
Name Name

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the event

PROPERTY ADDRESS: 1405 S 185th Circle, Omaha, NE 68130



Purchaser(s) Initials: [Signature] 04/02/22 2:35 PM CDT dotloop verified
[Signature] 04/02/22 2:38 PM CDT dotloop verified
Seller(s) Initials: [Signature] 04/02/22 8:36 PM CDT dotloop verified
[Signature] 04/02/22 8:44 PM CDT dotloop verified

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller's option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time, in the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

8.1 All Cash: Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

8.2 Conditional Upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.2.1 Terms of Financing. Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or by certified or cashier's check at time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$_____. The financing will be (select one) VA, FHA, CONVENTIONAL, USDA or _____, check here if loan to be NIFA qualified and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. Financing will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

Seller Financing: - See attached addendum Loan Assumption: - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

_____	_____	_____ or
Company Name	Loan Officer Name	Phone Number
_____	_____	_____ or
Company Name	Loan Officer Name	Phone Number
_____	_____	_____
Company Name	Loan Officer Name	Phone Number

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

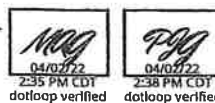
9. SALE CONTINGENCY: (Check one if applicable):

9.1. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser's property to be listed by _____ located at: _____ See attached addendum.

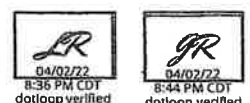
9.2. Contingent Upon Closing of Purchaser's Property Currently Under Contract: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____ scheduled to close on approximately _____ (date).

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Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of Inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

Items not conveyed salt water fish tank & all equipment, 2 wine refrigerators in bar, invisible fence transformer, tv mounts. Proof of competing offer required. Competing offer must also be cash or if above \$1,100,011.00 must waive appraisal contingency, if applicable, in order to beat said competing offer by \$10,000.00. Should multiple offers apply, see Multiple Offer Addendum attached.

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, possession or _____.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to Ambassador Title Services _____, _____, or _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be 06-01-2022 or as agreed between seller & buyer 2022, and possession date shall be Closing Date, or Same as above _____. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid


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04/02/22
2:35 PM CDT
dotloop verified


04/02/22
2:38 PM CDT
dotloop verified

Seller(s) Initials:


04/02/22
8:38 PM CDT
dotloop verified


04/02/22
8:44 PM CDT
dotloop verified

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

by the Seller. Escrow Agent shall be Ambassador Title Services _____, or _____. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. **Survey:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments; may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. **Home Warranty Acknowledgment:** Purchaser has been advised of the availability of Home warranty.

Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____ Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$ _____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)

Home warranty provider shall be American Home Shield (AHS) 2-10 Home Buyer's Warranty _____, or _____.

Home warranty coverage rejected by Purchaser.

17. **Wood Infestation:** Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by Integrity Termite Red Termitile Bug-Z Pest Control _____, or NA _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. **Property Inspections:** Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

- Purchaser elects NOT to obtain Property inspections.
- Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;

or

18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).


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Seller(s) Initials:


04/02/22
8:38 PM CDT
dotloop verified


04/02/22
8:44 PM CDT
dotloop verified

18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **Purchaser's Personal Inspection:** This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. *If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

20. **Utilities:** Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.


21. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 2 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. **Rents, Leases and Tax Deferred Exchange:** All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

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dotloop verified

Seller(s) Initials:


04/07/22
8:36 PM CDT
dotloop verified


04/07/22
8:44 PM CDT
dotloop verified

23. Homeowners Association and Protective Covenants: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. Release of Information: Purchaser and Seller authorize the release by Broker and/or its agents of Information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. Government Required Actions and Disclosures:

25.1 Seller Property Condition Disclosure: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. Lead Based Paint: Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. SID: Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. # _____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 Fair Housing. It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 Safety: Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

25.6. Affiliated Business Arrangements: Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. Insurance and Property Damage: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. Notice, Delivery and Time. Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party's agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

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Seller(s) Initials:



28. **Modification in Writing:** Any modification of the terms of this agreement must be in writing and signed by all parties.

29. **Electronic Transaction Authorization:** The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. **Compensation of Selling Broker:** Purchaser shall pay Selling Broker compensation of \$ 400.00 at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. **Arbitration and Mediation:**

31.1 **Disputes:** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 **Mediation:** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 **Arbitration:** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply substantive and procedural law of the Jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

31.4 **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 **Exclusions.** The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

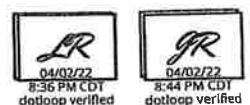
31.6 **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

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ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials:

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before 04/02/2022, at 8:00 o'clock P, M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda
 HUD/FHA/VA Mortgage Addendum

Disclosures and Attachments Provided Between Purchaser and Seller
 Seller Property Condition Disclosure Statement Signed and Dated 03/27/2022
 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
 Limited Dual Agency Agreement
 S.I.D. Statement
 Preapproval/Prequalification Letter
 FHA Addendum

Checklist of Documents provided to Purchaser from Purchaser's Broker
 Affiliated Business Arrangement Disclosure
 Wire Fraud Notice

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: *Mark A Garth* dotloop verified 04/02/22 2:35 PM CDT TM2X OXIN-T9OM-S4UE

Mark A Garth
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Purchaser: *Paula J Garth* dotloop verified 04/02/22 2:38 PM CDT WOLC-XZ7J-SLUF-6NLA

Paula J Garth
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED Garth Family Trust Mark A. Garth and Paula J. Garth are Trustees
 Single Individual(s) Married Individual(s) A Married Couple Other

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Purchaser(s) Initials: *MG* 04/02/22 2:35 PM CDT dotloop verified *PJG* 04/02/22 2:38 PM CDT dotloop verified

Seller(s) Initials: *LR* 04/02/22 8:36 PM CDT dotloop verified *JR* 04/02/22 8:44 PM CDT dotloop verified

PURCHASER AGENT INFO

Berkshire Hathaway HomeServices

REALTOR® (Company Name), Broker

331 Village Point Plaza, Omaha NE 68118

OFFICE ADDRESS

4300

OFFICE MLS ID #

402-493-4663

OFFICE PHONE #

Therese Wehner

AGENT NAME (Printed)

therese.wehner@bhhsamb.com

AGENT E-MAIL ADDRESS

250 / 0860570

AGENT MLS ID # / AGENT NREC LICENSE #

4026700101

AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on 04/02/2022, at 9:00 o'clock PM CT prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Purchase price to be \$1,100,011. Proof of funds to be provided no later than 4/4/22, home will remain on the market for back offers if not provided. \$25,000 earnest deposit to be non-refundable, paid to title company 4/4/22. HOA repairs to be completed prior to close. Closing to be 5/31/22, post occupancy until 6/31/22 for \$1.

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: James Ruskin dotloop verified 04/02/22 8:44 PM CDT OH1X-NW24-AYKY-FPTY

James Ruskin Seller's Name (Printed)

Seller: Lori Ruskin dotloop verified 04/02/22 8:36 PM CDT UONQ-FBMQ-ZIRK-PCGX

Lori Ruskin Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents. Seller is: [] Single Individual(s) [] Married Individual(s) [x] A Married Couple [] A Legal Entity.

SELLER AGENT INFO

Better Homes & Gardens R.E. REALTOR® (Company Name), Broker

OFFICE ADDRESS

OFFICE MLS ID #

402-932-5989

OFFICE PHONE #

Matthew Carper AGENT NAME (Printed)

Matt.Carper@betteromaha.com AGENT E-MAIL ADDRESS

AGENT MLS ID # / AGENT NREC LICENSE #

402-250-0491 AGENT PHONE #

PROPERTY ADDRESS: 1405 S 185th Circle, Omaha, NE 68130

Purchaser(s) Initials: [Signature] [Signature] dotloop verified 04/02/22 2:35 PM CDT dotloop verified 04/02/22 2:38 PM CDT Seller(s) Initials: [Signature] [Signature] dotloop verified 04/02/22 8:36 PM CDT dotloop verified 04/02/22 8:44 PM CDT

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on April 2, 2022 at _____ o'clock _____ M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

We accept the above as written.

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Mark A Garth dotloop verified 04/02/22 9:13 PM CDT WXFC-7QAA-1QUB-WMUB

Mark A Garth
Purchaser's Name (Printed)

Purchaser: Paula J Garth dotloop verified 04/02/22 9:16 PM CDT U8LJ-XE2P-GUSW-PIZK

Paula J Garth
Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):
 accepts the terms above.
 makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____

Seller's Name (Printed)

Seller: _____

Seller's Name (Printed)

PROPERTY ADDRESS: 1405 S 185th Circle, Omaha, NE 68130

Purchaser(s) Initials:  
04/02/22 2:35 PM CDT dotloop verified 04/02/22 2:38 PM CDT dotloop verified

Seller(s) Initials:  
04/02/22 8:36 PM CDT dotloop verified 04/02/22 8:44 PM CDT dotloop verified



**BERKSHIRE
HATHAWAY**
HomeServices
Ambassador Real Estate



MULTIPLE OFFER ADDENDUM

This addendum is in addition to and becomes a permanent part of the Purchase Agreement dated 04/02/2022 on the property known as 1405 S 185th Circle, Omaha, NE 68130

Purchase Agreement to be amended as follows:

1. In the event of multiple offers on this property, Buyer will match a competing net offer (**meaning net proceeds to the Seller *inclusive of any seller paid costs of buyer or buyer paid costs of the seller unless otherwise stated***) and increase this net proceeds offer to Seller by \$10,000.00 and:

- UP to a maximum purchase price of \$1,100,011.00
- an **UNLIMITED** maximum purchase price subject to Buyer's final approval of price within _____ hours of seller's notification of final price.

If competing offer has waived radon inspection, Buyer waives radon inspection. If competing offer has waived a home warranty, buyer waives home warranty (subject to the following clause 2).

2. This clause is selected or not selected:

Buyer's final price shall be increased by the amount of \$ _____ over and above the the maximum purchase price determined in paragraph 1, to allow for Seller to purchase at closing a home warranty for Buyer through:

- American Home Shield
- 2-10 Home Warranty
- _____
(Other)

If the Property does not appraise due to to the purchase of the home warranty, then this clause shall be automatically removed and the purchase price lowered to the maximum purchase price determined in paragraph 1 above.

3. Seller shall promptly deliver to Buyer or Buyer's agent the fully executed Purchase Agreement reflecting the increased price as well as a copy of the highest competing offer with net sheet (without revealing the identity of the competing buyers).

4. Disclaimer: Buyer acknowledges and affirms that this Multiple Offer Addendum has been made of Buyer's own volition and at Buyer's own discretion and Buyer agrees to hold agents and their Brokers harmless with regard to negotiation of the final sales price. In the event other Competing Offers are presented on this Property, Buyer acknowledges that a non-identifying copy of the documents constituting this Offer may be provided to the parties making such other offers.

SELLER DATE

SELLER DATE

Mark R. Gault
BUYER DATE dotloop verified
04/02/22 2:35 PM CDT
FD00-TEST-MP-W-CLAY

Paula J. Gault
BUYER DATE dotloop verified
04/02/22 2:35 PM CDT
VD00-417L-815-XTQW

**Exhibit
B**



GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT



(This is a legally binding contract. If not understood, seek legal advice.)

The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

NextHome Signature Real Estate, REALTORS® (Broker) Date: 04/02/2022 ("Date of Offer")

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: 1405 185th City: Omaha State: NE Zip Code: 68130

2. Legal Description (Property): RIDGES-THE LOT 64 BLOCK 0 IRREG as surveyed, platted and recorded in Douglas County County, NE State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: [checked] range [checked] oven [checked] refrigerator [checked] microwave [checked] dishwasher [] all window coverings [] all window covering hardware [checked] all light fixtures [] all ceiling fans [] washer [] dryer [] all TV mounts [checked] garage door opener(s) with all remotes [] outdoor play equipment [] propane tank (unless rented) [] storage shed [checked] work bench [checked] security cameras (unless rented) [checked] video doorbells [checked] digital/smart thermostats and light switches [checked] shelving located in garage & storage rooms, other (list in space) all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or [] free and clear of all liens, encumbrances or special taxes levied or assessed, [checked] no exceptions [] except [] and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

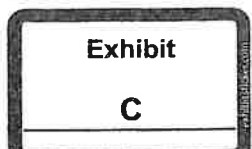
6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of eight hundred ninety-five thousand DOLLARS (\$895,000.00) on the following terms: \$30,000.00 (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows: [] delivered with this Agreement [] to be delivered later (If to be delivered later, see Section 10) [checked] to be delivered within 72 hours of final acceptance of this Agreement. Earnest Money payable to [checked] Escrow Agent [] Purchaser Broker [] Seller Broker [] Seller.

Delivered by: [] Name Received by: [] Name

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the event

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Purchaser(s) Initials:



Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller’s option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time, In the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

8.1 All Cash: Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier’s check at time of delivery of deed, no financing being required.

8.2 Conditional Upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.2.1 Terms of Financing. Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or by certified or cashier’s check at time of delivery of deed, conditioned upon Purchaser’s ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ _____. The financing will be (select one) VA, FHA, CONVENTIONAL, USDA or _____, check here if loan to be NIFA qualified and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. Financing will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

Seller Financing: - See attached addendum Loan Assumption: - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

- _____, or
Company Name Loan Officer Name Phone Number
- _____, or
Company Name Loan Officer Name Phone Number
- _____
Company Name Loan Officer Name Phone Number

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

9. SALE CONTINGENCY: (Check one if applicable):

9.1. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser’s property to be listed by 4/8/22 located at: 1728 South 181St Street 68130 See attached addendum.

9.2. Contingent Upon Closing of Purchaser’s Property Currently Under Contract: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser’s property located at _____ scheduled to close on approximately _____ (date).

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Purchaser(s) Initials:



Seller(s) Initials:



If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

- 1. Buyers will increase their offer to \$5,000.00 above any competing offer with no cap to purchase price; subject to buyer's approval of final price within 30 minutes of seller's notification of final purchase price.
- 2. Buyers are flexible on Closing date and post-occupancy terms, but propose that closing date will be April 28th. Occupancy date will be June 28th if seller desires post-occupancy.
- 4. Buyers will assume responsibility of HOA required concrete work.
- 5. Buyers request access to home for wood flooring work/refinishing to be done prior to occupancy and request permission to replace driveway prior to occupancy.

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, possession or June 28th, 2022.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to Encompass Title & Escrow, _____, or _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

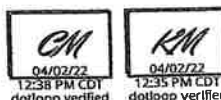
12.3 Closing and Closing Date. "Closing Date" as used herein shall be 04/28/2022, and possession date shall be Closing Date, or 06/28/2022. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

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Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

by the Seller. Escrow Agent shall be Encompass Title & Escrow, _____, or _____. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. **Survey:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. **Home Warranty Acknowledgment:** Purchaser has been advised of the availability of Home warranty.

Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____. Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$_____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)





Home warranty provider shall be _____, _____, or _____.

Home warranty coverage rejected by Purchaser.

17. **Wood Infestation:** Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by INT Termite, _____, or _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. **Property Inspections:** Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

-   Purchaser elects NOT to obtain Property inspections.
-   Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

- 18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;
- or
- 18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

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Seller(s) Initials:



18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **Purchaser's Personal Inspection:** This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. *If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

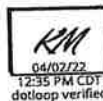
20. **Utilities:** Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.

21. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 3 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. **Rents, Leases and Tax Deferred Exchange:** All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

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Purchaser(s) initials:



Seller(s) initials:

Two empty rectangular boxes for Seller(s) initials.

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

23. **Homeowners Association and Protective Covenants:** Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser’s use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. **Release of Information:** Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. **Government Required Actions and Disclosures:**

25.1 **Seller Property Condition Disclosure:** Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. **Lead Based Paint:** Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. **SID:** Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. # _____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 **Fair Housing.** it is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 **Safety:** Seller agrees to install, at Seller’s expense, smoke detectors and carbon monoxide alarms as required by law.

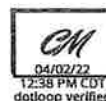
25.6. **Affiliated Business Arrangements:** Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. **Insurance and Property Damage:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. **Notice, Delivery and Time.** Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party’s agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

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Seller(s) Initials:



28. Modification in Writing: Any modification of the terms of this agreement must be in writing and signed by all parties.

29. Electronic Transaction Authorization: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. Compensation of Selling Broker: Purchaser shall pay Selling Broker compensation of \$595.00 _____ at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. Arbitration and Mediation:

31.1 Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbitrator(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

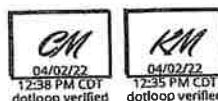
31.4 Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 Exclusions. The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

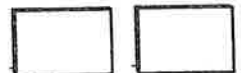
31.6 Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

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Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials:

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before 04/02/2022, at 8:00 o'clock P. M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

HUD/FHA/VA Mortgage Addendum

Disclosures and Attachments Provided Between Purchaser and Seller

Seller Property Condition Disclosure Statement Signed and Dated _____
 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
 Limited Dual Agency Agreement
 S.I.D. Statement
 Preapproval/Prequalification Letter
 FHA Addendum

Checklist of Documents provided to Purchaser from Purchaser's Broker

Affiliated Business Arrangement Disclosure
 Wire Fraud Notice

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Chris McDonald dotloop verified 04/02/22 12:38 PM CDT 1YBZ-4ZQ7-UG10-P5PU

Chris McDonald
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: 402.677.7128

Purchaser: Katie McDonald dotloop verified 04/02/22 12:35 PM CDT R3FR-WNV1-YAQL-EDD9

Katie McDonald
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: 402.850.6044

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED Christopher & KATHLEEN MCDONALD
 Single Individual(s) Married Individual(s) A Married Couple Other

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Purchaser(s) Initials:   Seller(s) Initials:

PURCHASER AGENT INFO

NextHome Signature Real Estate
REALTOR® (Company Name), Broker

101 South 108 Avenue, Suite 101 Omaha, NE 68154
OFFICE ADDRESS

101629
OFFICE MLS ID #

402.445.4899
OFFICE PHONE #

Katie McDonald
AGENT NAME (Printed)

Katie.mcdonald@nexthomesre.com
AGENT E-MAIL ADDRESS

20210240 /971061
AGENT MLS ID # / AGENT NREC LICENSE #

4028506044
AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

[Empty box for listing exceptions to terms and conditions]

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Empty box]

Seller: [Empty box]

Seller's Name (Printed)

Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.
Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

Better Homes and Gardens Good Life Group
REALTOR® (Company Name), Broker

16909 Lakeside Hills Plaza, Omaha, NE 68116
OFFICE ADDRESS

OFFICE MLS ID #

4022500491
OFFICE PHONE #

Matthew Carper
AGENT NAME (Printed)

Matt.Carper@betteromaha.com
AGENT E-MAIL ADDRESS

20090271 /20201095
AGENT MLS ID # / AGENT NREC LICENSE #

AGENT PHONE #

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Purchaser(s) Initials:



Seller(s) Initials:

[Empty boxes for Seller(s) Initials]

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

[Empty rectangular box for terms and conditions]

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: [Signature box]

Chris McDonald
Purchaser's Name (Printed)

Purchaser: [Signature box]

Katie McDonald
Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Signature box]

Seller's Name (Printed)

Seller: [Signature box]

Seller's Name (Printed)

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Purchaser(s) Initials:



Seller(s) Initials:

[Two empty signature boxes]

Multiple Offer Addendum

This addendum is in addition to and becomes a permanent part of the Purchase Agreement dated 04/02/2022 on the property known as

1405 185th, Omaha, NE 68130

Purchase Agreement to be amended as follows:

In the event of multiple offers on this property, buyer will match a competing net offer (purchase price minus seller-paid costs for competing buyer) and increase this net offer to seller by \$ 5,000.00 up to a maximum purchase price of \$ no limit.

If competing offer has waived radon inspection, buyer waives radon inspection.
If competing offer has waived a home warranty, buyer waives home warranty.

Upon successful acceptance of this offer, seller to disclose/show proof of said competing offer before final acceptance by buyer. If seller is unable to disclose/show proof of said competing offer, buyer is no longer bound by this addendum, at buyer's option.

Subject to buyers approval of final purchase price. Buyers will approve final price within 30 minutes once seller communicates final purchase price.

Date: _____

Date: _____

Buyer:

Chris McDonald dotloop verified
04/02/22 4:03 PM CDT
T7GN-85VM-35YJ-NOWO

Seller: _____

Buyer:

Ratie McDonald dotloop verified
04/02/22 4:01 PM CDT
BO85-KG6J-BOXI-7JOD

Seller: _____

Witness: _____

Witness: _____



AFFIDAVIT OF KATIE MCDONALD

STATE OF NEBRASKA)
COUNTY OF Douglas)

I, Katie McDonald, being duly sworn upon oath, depose and state as follows:

1. I am over the age of 19 and have personal knowledge regarding the statements made herein.
2. I am currently employed as a Realtor with NextHome Signature Real Estate.
3. On Saturday, April 2, 2022, my spouse, Chris McDonald, and I made an offer to purchase property legally described as RIDGES-THE LOT 64 BLOCK 0 IRREG with an address of 1405 S 185 Circle in Omaha, Nebraska. (the "Property"). A true and accurate copy of the Uniform Purchase Agreement submitted by my spouse and me is attached hereto as "Exhibit A".
4. Along with the Uniform Purchase Agreement, we submitted Multiple Offer Addendum, a true and accurate copy of which is attached hereto as "Exhibit B".
5. Sometime prior to 6:05 p.m. on April 2, 2022, I received a phone call from Matthew Carper, the seller's agent for the Property. Mr. Carper told me that there was one other offer for the Property and potentially a third offer. Mr. Carper asked me if a purchase price for the Property of \$1,100,000 was in our comfortable price range. At that time, I indicated that if offers for the Property had reached \$1.1 million, that my spouse and I were "out," meaning we would not agree to that price. Mr. Carper responded that, no, the offers had not gotten that high, but that he was just making sure he and the sellers had all of the information before he and the sellers looked at the offers.
6. All of my further communications with Mr. Carper on April 2, 2022, regarding the Property were conducted via text message. True and accurate screenshots of the text messages between myself and Matthew Carper on April 2, 2022, are attached hereto as Exhibit C.

AFFIANT FURTHER SAYETH NAUGHT.

Dated this 17th day of May, 2022.

Katie McDonald

Katie McDonald

SUBSCRIBED AND SWORN to before me this 17th day of May, 2022

Christina R Grennell

Notary Public





GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT



(This is a legally binding contract. If not understood, seek legal advice.)

The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

NextHome Signature Real Estate, REALTORS® (Broker) Date: 04/02/2022 ("Date of Offer")

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: 1405 185th City: Omaha State: NE Zip Code: 68130

2. Legal Description (Property): RIDGES-THE LOT 64 BLOCK 0 IRREG as surveyed, platted and recorded in Douglas County County, NE State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: [X] range [X] oven [X] refrigerator [X] microwave [X] dishwasher [] all window coverings [] all window covering hardware [X] all light fixtures [] all ceiling fans [] washer [] dryer [] all TV mounts [X] garage door opener(s) with all remotes [] outdoor play equipment [] propane tank (unless rented) [] storage shed [X] work bench [X] security cameras (unless rented) [X] video doorbells [X] digital/smart thermostats and light switches [X] shelving located in garage & storage rooms, other (list in space) all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or, free and clear of all liens, encumbrances or special taxes levied or assessed, [X] no exceptions [] except and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

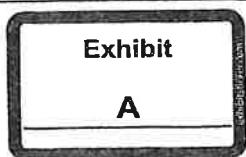
6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of eight hundred ninety-five thousand DOLLARS (\$895,000.00) on the following terms: \$30,000.00 (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows: [] delivered with this Agreement [] to be delivered later (If to be delivered later, see Section 10) [X] to be delivered within 72 hours of final acceptance of this Agreement. Earnest Money payable to [X] Escrow Agent [] Purchaser Broker [] Seller Broker [] Seller.

Delivered by: [] Name Received by: [] Name

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the event

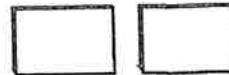
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Seller(s) Initials:



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of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller's option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time, in the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

8.1 All Cash: Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

8.2 Conditional Upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.2.1 Terms of Financing. Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or by certified or cashier's check at time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$_____. The financing will be (select one) VA, FHA, CONVENTIONAL, USDA or _____, check here if loan to be NIFA qualified and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. Financing will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

Seller Financing: - See attached addendum Loan Assumption: - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

- _____, or
Company Name Loan Officer Name Phone Number
- _____, or
Company Name Loan Officer Name Phone Number
- _____
Company Name Loan Officer Name Phone Number

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

9. SALE CONTINGENCY: (Check one if applicable):

9.1. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser's property to be listed by 4/8/22 located at 1728 South 181st Street 68130 See attached addendum.

9.2. Contingent Upon Closing of Purchaser's Property Currently Under Contract: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____ scheduled to close on approximately _____ (date).

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Seller(s) Initials:



If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

- 1. Buyers will increase their offer to \$5,000.00 above any competing offer with no cap to purchase price; subject to buyer's approval of final price within 30 minutes of seller's notification of final purchase price.
- 2. Buyers are flexible on Closing date and post-occupancy terms, but propose that closing date will be April 28th. Occupancy date will be June 28th if seller desires post-occupancy.
- 4. Buyers will assume responsibility of HOA required concrete work.
- 5. Buyers request access to home for wood flooring work/refinishing to be done prior to occupancy and request permission to replace driveway prior to occupancy.

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, possession or June 28th, 2022.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to Encompass Title & Escrow, _____, or _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be 04/28/2022, and possession date shall be Closing Date, or 06/28/2022. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

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Purchaser(s) Initials:



Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

by the Seller. Escrow Agent shall be Encompass Title & Escrow _____ or _____ If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. Survey: Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.





16. Home Warranty Acknowledgment: Purchaser has been advised of the availability of Home warranty.

- Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____ Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$ _____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.) Home warranty provider shall be _____, _____, or _____
- Home warranty coverage rejected by Purchaser.

17. Wood Infestation: Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by TNT Termite _____, _____ or _____ Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. Property Inspections: Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

<input checked="" type="checkbox"/>			Purchaser elects NOT to obtain Property inspections.
<input type="checkbox"/>			Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;

or

18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:



18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **Purchaser's Personal Inspection:** This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. *If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

20. **Utilities:** Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.

21. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 3 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. **Rents, Leases and Tax Deferred Exchange:** All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:



23. **Homeowners Association and Protective Covenants:** Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. **Release of Information:** Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. **Government Required Actions and Disclosures:**

25.1 **Seller Property Condition Disclosure:** Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. **Lead Based Paint:** Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. **SID:** Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. # _____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 **Fair Housing.** It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 **Safety:** Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

25.6. **Affiliated Business Arrangements:** Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. **Insurance and Property Damage:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. **Notice, Delivery and Time.** Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party's agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

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Purchaser(s) Initials:



Seller(s) Initials:



28. Modification in Writing: Any modification of the terms of this agreement must be in writing and signed by all parties.

29. Electronic Transaction Authorization: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. Compensation of Selling Broker: Purchaser shall pay Selling Broker compensation of \$595.00 at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. Arbitration and Mediation:

31.1 Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

31.4 Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 Exclusions. The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

31.6 Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials:

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before 04/02/2022, at 8:00 o'clock P, M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

- HUD/FHA/VA Mortgage Addendum
-
-

Disclosures and Attachments Provided Between Purchaser and Seller

- Seller Property Condition Disclosure Statement Signed and Dated _____
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Limited Dual Agency Agreement
- S.I.D. Statement
- Preapproval/Prequalification Letter
- FHA Addendum
-
-

Checklist of Documents provided to Purchaser from Purchaser's Broker

- Affiliated Business Arrangement Disclosure
- Wire Fraud Notice
-

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Chris McDonald dotloop verified 04/02/22 12:38 PM CDT 19BZ-LZQ7-UGTD-PSPU

Chris McDonald
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: 402.677.7128

Purchaser: Katie McDonald dotloop verified 04/02/22 12:35 PM CDT R3FR-WNVI-YAQL-EDD9

Katie McDonald
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: 402.850.6044

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED Christopher & KATHLEEN MCDONALD
 Single Individual(s) Married Individual(s) A Married Couple Other

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:

 
04/02/22 12:38 PM CDT dotloop verified 04/02/22 12:35 PM CDT dotloop verified

Seller(s) Initials:

PURCHASER AGENT INFO

NextHome Signature Real Estate
REALTOR® (Company Name), Broker

101 South 108 Avenue, Suite 101 Omaha, NE 68154
OFFICE ADDRESS

101629
OFFICE MLS ID #

402.445.4899
OFFICE PHONE #

Katie McDonald
AGENT NAME (Printed)

Katie.mcdonald@nexthomesre.com
AGENT E-MAIL ADDRESS

20210240 / 971061
AGENT MLS ID # / AGENT NREC LICENSE #

4028506044
AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

[Empty box for listing exceptions to terms and conditions]

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Empty box]

Seller: [Empty box]

Seller's Name (Printed)

Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.
Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

Better Homes and Gardens Good Life Group
REALTOR® (Company Name), Broker

16909 Lakeside Hills Plaza, Omaha, NE 68116
OFFICE ADDRESS

OFFICE MLS ID #

4022500491
OFFICE PHONE #

Matthew Carper
AGENT NAME (Printed)

Matt.Carper@betteromaha.com
AGENT E-MAIL ADDRESS

20090271 / 20201095
AGENT MLS ID # / AGENT NREC LICENSE #

AGENT PHONE #

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:

[Empty box for Seller(s) Initials]

[Empty box for Seller(s) Initials]

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____ at _____ o'clock _____ M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

[Empty rectangular box for additional terms or conditions]

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: [Signature box]

Chris McDonald
Purchaser's Name (Printed)

Purchaser: [Signature box]

Katie McDonald
Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Signature box]

Seller's Name (Printed)

Seller: [Signature box]

Seller's Name (Printed)

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:

[Empty signature box]

[Empty signature box]

Multiple Offer Addendum

This addendum is in addition to and becomes a permanent part of the Purchase Agreement dated 04/02/2022 on the property known as

1405 185th, Omaha, NE 68130

Purchase Agreement to be amended as follows:

In the event of multiple offers on this property, buyer will match a competing net offer (purchase price minus seller-paid costs for competing buyer) and increase this net offer to seller by \$5,000.00 up to a maximum purchase price of \$no limit.

If competing offer has waived radon inspection, buyer waives radon inspection.
If competing offer has waived a home warranty, buyer waives home warranty.

Upon successful acceptance of this offer, seller to disclose/show proof of said competing offer before final acceptance by buyer. If seller is unable to disclose/show proof of said competing offer, buyer is no longer bound by this addendum, at buyer's option.

Subject to buyers approval of final purchase price. Buyers will approve final price within 30 minutes once seller communicates final purchase price.

Date: _____

Date: _____

Buyer: Chris McDonald dotloop verified
04/02/22 4:03 PM CDT
T7GN-85VM-35YJ-NOWO

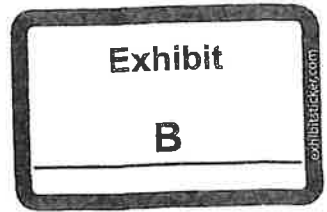
Seller: _____

Buyer: Katie McDonald dotloop verified
04/02/22 4:01 PM CDT
BO85-KG6J-BOXT-7J00

Seller: _____

Witness: _____

Witness: _____



11:58 ↩



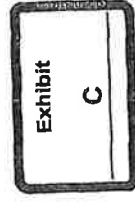
Matt



Sat, Apr 2, 6:05 PM

How's it looking?

Headed over to meet with them soon



Matt

What would your max be? 7:06 |



950

7:20 |

Will you know soon?

7:26 |

Yes

7:26 |

Down to the 8pm floor time
frame

7:26 |

Are we there yet Dad?

8:14 |

Huh?

8:14 |

Answer?

8:20 |

Do we have an answer yet?

8:21 |

Looking at all 3

8:21 |

Ok

8:22 |

So is it no?

9:12 |

3:21 ↗



< 178



Matt



So is it no?

9:12 PM

Just getting some clarification on the other offers.

9:13 PM

We appreciate the great offer.

They have decided to accept an offer that was best for them.

9:25 PM

Thank you for all of the energy putting the offer together and we appreciate your work.

If anything changes I will let you know.

Thank you

9:31 PM

Delivered

11/11/2016 9:31 PM

BEFORE THE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA

STATE OF NEBRASKA, ex rel,)
MARK GARTH and PAULA GARTH,)
Husband and Wife)

Case No. 2023-004

Complainants,)

ANSWER OF RESPONDENT
MATTHEW CARPER

MATTHEW CARPER, TOM SIMMONS)
and GOLD COAST REAL ESTATE,)

Respondents)

This Answer is filed under the authority of Title 305 N.A.C. Chapter 4-008.

1. I am the Respondents in the above-described matter. My name, address, and business telephone number are:

Mr. Matthew Carper
Gold Coast Real Estate d/b/a Better Homes and
Garden Real Estate The Good Life Group
16909 Lakeside Hills Plaza
Omaha, NE 68130
402-250-0491

Mr. Mark LaPuzza, attorney for Respondents
10250 Regency Cr
Omaha, NE 68114
402-397-5500
mlapuzza@pheblaw.com

2. My response to the material allegations of the Complaint and the defenses on which I intend to rely, if any, are as follows:

Please see attached.

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

Matthew Carper, being first duly sworn, states he is the Respondent in the above-described matter, that he has read this Answer and that the facts alleged are true as he verily believes.


Matthew Carper

SUBSCRIBED AND SWORN to before me this 16th day of February, 2023.


Notary Public



ATTACHMENT TO ANSWER FILED IN CASE NO. 2023-004

This response is prepared on behalf of all Respondents in this proceeding: Matt Carper, Tom Simmons, and Gold Coast Real Estate, Inc. Respondents are unified and adamant in the position that no unlawful or unethical conduct can or will be found.

Although the Complaint names three Respondents, the allegations center around claimed statements and representations made by Matt Carper in the negotiation of the Purchase Agreement between his clients, Mr. and Mrs. Ruskin, and the Complainants and purchasers, Mr. and Mrs. Garth. Mr. and Mrs. Garth were represented by agent, Therese Wehner. The allegations made by the Garths all relate to a purported escalation clause addressing several offers received by the Ruskins from the Garths and other third parties. However, the escalation clause and related processes are in no way operative in the final Purchase Agreement counter offered by the Ruskins and accepted by the Garths. Rather, after the expiration of the Garths' initial offer, the Ruskins countered with a fixed purchase price of \$1,100,011.00, with no provision for any escalation or proof of matching offers. *See Page 9 of the Purchase Agreement.* In response to this set and defined counter, the Garths executed the Purchase Agreement with the notation, "We accept the above as written." *See Page 10 of Purchase Agreement.*

The basis of the Garths' allegations are that they reasonably relied upon representations made by Matt Carper which they now believe to be false. This argument fails for two reasons. First and foremost, all communications from Matt Carper regarding the status of competing offers, were true and accurate at the time made. Secondly, the Garths, fully capable of making an offer dependent on an escalation clause, proof of offer or other protections, elected to waive any such protections and instead accepted with a fixed price. Allegations that they reasonably relied upon information they did not incorporate into the Purchase Agreement have no merit.

With respect to any allegations made against Tom Simmons or Gold Coast Real Estate, Inc., such allegations appear to be based upon all Respondents holding firm to the position that Matt Carper did nothing wrong. The Garths had no right to negotiate the purchase price. Tom Simmons and Gold Coast Real Estate, Inc. deny any allegations that they failed to properly oversee Mr. Carper. At all times during the negotiations of this Purchase Agreement and even months later, Tom Simmons and Gold Coast Real Estate, Inc. stand behind the agent.

The dispositive fact is that none of the Respondents have violated any ethical obligations or done anything wrong. Yet, the procedural posture of the Complaint must be brought to light. As noted by the Complaint, the Garths have brought an arbitration case against the Ruskins under the Purchase Agreement, attempting to name Matt Carper and Tom Simmons as parties to such arbitration. As the agents are not parties to the Purchase Agreement, they should not be parties to the breach of contract claim or the arbitration provisions in the Purchase Agreement. As such, they have taken action in Douglas County District Court to be removed from the arbitration proceeding. A copy of the District Court Application is attached hereto.

Respondents believe that the Garths have brought this Complaint for the express purpose of leveraging the resources of the Nebraska Real Estate Commission to fight untrue allegations in a third venue.

For the reasons stated above, this matter should be dismissed.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MATTHEW CARPER and	)	Case No. CI _____
GOLD COAST REAL ESTATE.)	
INC.,)	
)	
Applicants,	)	APPLICATION TO STAY
	)	ARBITRATION
v.)	
	)	Neb. Rev. Stat. § 25-2603(b)
MARK GARTH and PAULA)	
GARTH, Husband and Wife.)	
and JAMES RUSKIN and)	
LORI RUSKIN, Husband and)	
Wife,)	
)	
Respondents.)	
)	

COME NOW, Applicants, Mr. Matthew Carper and Gold Coast Real Estate, Inc., pursuant to Neb. Rev. Stat. § 25-2603(b), and for their Application state and allege as follows:

Parties

1. Applicant, Mr. Matthew Carper is an individual residing in Douglas County, Nebraska.
2. Applicant, Gold Coast Real Estate, Inc. is a Nebraska corporation doing business as Better Homes and Gardens Real Estate, with its principal place of business in Nebraska.
3. Respondents, Mark Garth and Paula Garth are a married couple residing in Douglas County, Nebraska.
4. Respondents, James Ruskin and Lori Ruskin are a married couple residing in Douglas County, Nebraska.

Facts

5. Respondents entered into the Uniform Purchase Agreement by and between Mark and Paula Garth as purchasers James and Lori Ruskin as sellers dated April 2, 2022 (the "Purchase Agreement").

6. Applicant Matthew Carper acted as real estate agent for Respondents James and Lori Ruskin in connection with the Purchase Agreement. Applicant Gold Coast Real Estate, Inc. employed Applicant Carper.

7. The Respondents ended up having disputes between and among themselves related to the Purchase Agreement. The Respondents did not close on the transaction described in the Purchase Agreement.

8. On or around May 24, 2022, Respondents Mark and Paula Garth served a Demand for Arbitration and Statement of Claim (the "Demand") upon Respondents James and Lori Ruskin. The Demand purported to initiate arbitration (the "Arbitration") with the American Arbitration Association (the "AAA"). Respondents Mark and Paula Garth served the same Demand upon Applicants.

9. The Garths' Demand cites to Section 31.3 of the Purchase Agreement as the basis for alleged jurisdiction for the Arbitration with AAA.

10. In response to the Garths' Demand, on July 7, 2022, Applicants, Mr. Matthew Carper and Gold Coast Real Estate, Inc., filed their Objection to Arbitrability with AAA. A true and accurate copy of that Objection is attached hereto as Exhibit "A".

11. On or around August 22, 2022, the Ruskins filed an Amended Answer and Cross-Claim which also attempted to assert claims against Applicants in the Arbitration.

12. Applicants hereby make this application to this Court in opposition to the Garths' Demand and in opposition to the Ruskin Cross-Claim within the Arbitration. Applicants object to AAA's jurisdiction over them. Applicants seek to preserve their rights to have any claims against them adjudicated in this Court, and not in any Arbitration.

Summary of Basis for Staying Arbitration

13. **Applicants are not parties.** Neither Matthew Carper nor Gold Coast Real Estate, Inc. are identified as parties under the Uniform Purchase Agreement which serves as Respondents' alleged basis for Arbitration.

14. **Applicants did not sign.** Neither Matthew Carper nor Gold Coast Real Estate, Inc. signed the Uniform Purchase Agreement.

15. **No agreement to arbitrate with the Garths.** There is no written arbitration agreement between Respondents Mark and Paula Garth and Matthew Carper nor Gold Coast Real Estate, Inc.

16. **No agreement to arbitrate with the Ruskins.** There is no written arbitration agreement between Respondents James and Lori Ruskin and Matthew Carper nor Gold Coast Real Estate, Inc.

17. **Contrary to statute.** Respondents asserted basis for jurisdiction in arbitration is contrary to Nebraska statute governing arbitrability of claims, including Neb. Rev. Stat. § 25-2602.02.

WHEREFORE, pursuant to Neb. Rev. Stat. § 25-2603(b), Applicants request a stay of all claims against Applicants in the Arbitration, and all such other and further relief as the Court may allow.

Notice of Subsequent Motion & Hearing

Following initiation of this action, Applicants will proceed by filing a separate motion with this Court. Applicants will seek a hearing on this matter in front of the assigned District Court Judge. Applicants will seek an Order which stays all claims filed against the Applicants in the Arbitration.

DATED this 8th day of September, 2022.

MATTHEW CARPER AND
GOLD COAST REAL ESTATE,
INC., Applicants

By: /s/William N. Beerman
Kellie Chesire Olson, #25289
William N. Beerman, #26541
PANSING HOGAN ERNST
& BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Phone: (402) 397-5500
Facsimile: (402) 397-4853
kolson@pheblaw.com
wbeerman@pheblaw.com
Attorneys for Applicants

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September, 2022, a true and correct copy of the foregoing was filed with the Clerk of the District Court of Douglas County, Nebraska e filing system. I further certify that a true and accurate copy was also sent via email to the following:

Jay Koehn
McGrath North Mullin & Kratz, PC LLO
First National Tower, Suite 3700
1601 Dodge Street
Omaha, NE 68102
jkoehn@mcgrathnorth.com

Lawrence K. Sheehan
Ellick, Jones, Buelt, Blazek, & Longo, LLP
9290 West Dodge Road, Suite 303
Omaha, Nebraska 68114
lsheehan@ellickjones.com

/s/William N. Beerman

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION

MARK GARTH and PAULA GARTH, Husband and Wife,	)	Case No. 01-22-0002-2069
)	
Claimants,)	
)	
v.	)	MATTHEW CARPER AND GOLD
	)	COAST REAL ESTATE, INC.'S
JAMES RUSKIN and LORI RUSKIN, Husband and Wife, MATTHEW CARPER, and GOLD COAST REAL ESTATE, INC.,	)	OBJECTION TO ARBITRABILITY
)	
Respondents,)	

Respondents Matthew Carper and Gold Coast Real Estate, Inc. having been served with a Demand to arbitrate by Claimants, hereby submit this Objection to Arbitrability and protest having to participate in this arbitration on the basis that they are not subject to arbitration and the arbitrator does not have jurisdiction or authority to resolve the dispute for them.

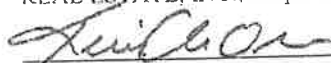
In support of this Objection, Respondents state as follows:

1. The Claimants' Demand for Arbitration and Statement of Claim cites to Section 31.3 of the Uniform Purchase Agreement signed by the Ruskins and the Garths on April 2, 2022 (attached as Exhibit A to the Demand) as the basis for jurisdiction for arbitration with the American Arbitration Association ("AAA").
2. Neither Matthew Carper nor Gold Coast Real Estate, Inc. are parties to the Uniform Purchase Agreement, and thus neither are subject to the arbitration agreement.
3. There is no written arbitration agreement between the Claimants and Matthew Carper nor Gold Coast Real Estate, Inc.
4. The AAA and the arbitrator do not have the jurisdiction or authority to resolve the dispute for Matthew Carper or Gold Coast Real Estate, Inc.

WHEREFORE, Matthew Carper and Gold Coast Real Estate, Inc. respectfully request to be dismissed from the arbitration on the basis that the AAA has no jurisdiction against them, and the arbitrator has no jurisdiction or authority to resolve the dispute for them. Further, they preserve all objections to and do not concede to the arbitrator's jurisdiction, reserving the right to petition for vacatur in the event of any adverse ruling.

DATED this 7th day of July, 2022.

MATTHEW CARPER AND GOLD COAST
REAL ESTATE, INC., Respondents & Objectors.



PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114
PH: (402) 397-5500
Fax: (402) 397-4853
By: Kellie Chesire Olson, #25289
Email: kolson@pheblaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been furnished to the following by email on this 7th day of July, 2022.

Jay Koehn
McGrath North Mullin & Kratz, PC LLO
jkoehn@mcgrathnorth.com
Attorney for Claimants

Lawrence K. Sheehan
Ellick, Jones, Buelt, Blazek, & Longo, LLP
lsheehan@ellickjones.com
Attorneys for Ruskins



BEFORE THE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA

STATE OF NEBRASKA, ex rel,)
MARK GARTH and PAULA GARTH,)
Husband and Wife)

Case No. 2023-004

Complainants,)

ANSWER OF RESPONDENTS
TOM SIMMONS AND
GOLD COAST REAL ESTATE

MATTHEW CARPER, TOM SIMMONS)
and GOLD COAST REAL ESTATE,)

Respondents)

This Answer is filed under the authority of Title 305 N.A.C. Chapter 4-008.

1. I am the Respondent Tom Simmons, as well as the broker of record of Respondent Gold Coast Real Estate, in the above-described matter. My name, address, and business telephone number are:

Mr. Tom Simmons
Gold Coast Real Estate d/b/a Better Homes and Gardens Real Estate The Good Life Group
4949 Underwood Ave
Omaha, NE 68132
402-612-7418

Mr. Mark LaPuzza, attorney for Respondents
10250 Regency Cr
Omaha, NE 68114
402-397-5500
mlapuzza@pheblaw.com

2. The response to the material allegations of the Complaint and the defenses on which I intend to rely, if any, are as follows:

Please see attached, submitted on behalf of myself and Gold Coast Real Estate.

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

Tom Simmons, being first duly sworn, states he is the Respondent in the above-described matter, that he has read this Answer and that the facts alleged are true as he verily believes.

S-S
Tom Simmons

SUBSCRIBED AND SWORN to before me this 24th day of February, 2023.

Nichole Sheemaker
Notary Public



ATTACHMENT TO ANSWER FILED IN CASE NO. 2023-004

This response is prepared on behalf of all Respondents in this proceeding: Matt Carper, Tom Simmons, and Gold Coast Real Estate, Inc. Respondents are unified and adamant in the position that no unlawful or unethical conduct can or will be found.

Although the Complaint names three Respondents, the allegations center around claimed statements and representations made by Matt Carper in the negotiation of the Purchase Agreement between his clients, Mr. and Mrs. Ruskin, and the Complainants and purchasers, Mr. and Mrs. Garth. Mr. and Mrs. Garth were represented by agent, Therese Wehner. The allegations made by the Garths all relate to a purported escalation clause addressing several offers received by the Ruskins from the Garths and other third parties. However, the escalation clause and related processes are in no way operative in the final Purchase Agreement counter offered by the Ruskins and accepted by the Garths. Rather, after the expiration of the Garths' initial offer, the Ruskins countered with a fixed purchase price of \$1,100,011.00, with no provision for any escalation or proof of matching offers. *See Page 9 of the Purchase Agreement.* In response to this set and defined counter, the Garths executed the Purchase Agreement with the notation, "We accept the above as written." *See Page 10 of Purchase Agreement.*

The basis of the Garths' allegations are that they reasonably relied upon representations made by Matt Carper which they now believe to be false. This argument fails for two reasons. First and foremost, all communications from Matt Carper regarding the status of competing offers, were true and accurate at the time made. Secondly, the Garths, fully capable of making an offer dependent on an escalation clause, proof of offer or other protections, elected to waive any such protections and instead accepted with a fixed price. Allegations that they reasonably relied upon information they did not incorporate into the Purchase Agreement have no merit.

With respect to any allegations made against Tom Simmons or Gold Coast Real Estate, Inc., such allegations appear to be based upon all Respondents holding firm to the position that Matt Carper did nothing wrong. The Garths had no right to negotiate the purchase price. Tom Simmons and Gold Coast Real Estate, Inc. deny any allegations that they failed to properly oversee Mr. Carper. At all times during the negotiations of this Purchase Agreement and even months later, Tom Simmons and Gold Coast Real Estate, Inc. stand behind the agent.

The dispositive fact is that none of the Respondents have violated any ethical obligations or done anything wrong. Yet, the procedural posture of the Complaint must be brought to light. As noted by the Complaint, the Garths have brought an arbitration case against the Ruskins under the Purchase Agreement, attempting to name Matt Carper and Tom Simmons as parties to such arbitration. As the agents are not parties to the Purchase Agreement, they should not be parties to the breach of contract claim or the arbitration provisions in the Purchase Agreement. As such, they have taken action in Douglas County District Court to be removed from the arbitration proceeding. A copy of the District Court Application is attached hereto.

Respondents believe that the Garths have brought this Complaint for the express purpose of leveraging the resources of the Nebraska Real Estate Commission to fight untrue allegations in a third venue.

For the reasons stated above, this matter should be dismissed.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MATTHEW CARPER and	)	Case No. CI _____
GOLD COAST REAL ESTATE,)	
INC.,)	
)	
Applicants,	)	APPLICATION TO STAY
	)	ARBITRATION
v.)	
	)	Neb. Rev. Stat. § 25-2603(b)
MARK GARTH and PAULA)	
GARTH, Husband and Wife,)	
and JAMES RUSKIN and)	
LORI RUSKIN, Husband and)	
Wife,)	
)	
Respondents.)	
)	

COME NOW, Applicants, Mr. Matthew Carper and Gold Coast Real Estate, Inc., pursuant to Neb. Rev. Stat. § 25-2603(b), and for their Application state and allege as follows:

Parties

1. Applicant, Mr. Matthew Carper is an individual residing in Douglas County, Nebraska.
2. Applicant, Gold Coast Real Estate, Inc. is a Nebraska corporation doing business as Better Homes and Gardens Real Estate, with its principal place of business in Nebraska.
3. Respondents, Mark Garth and Paula Garth are a married couple residing in Douglas County, Nebraska.
4. Respondents, James Ruskin and Lori Ruskin are a married couple residing in Douglas County, Nebraska.

Facts

5. Respondents entered into the Uniform Purchase Agreement by and between Mark and Paula Garth as purchasers James and Lori Ruskin as sellers dated April 2, 2022 (the "Purchase Agreement").

6. Applicant Matthew Carper acted as real estate agent for Respondents James and Lori Ruskin in connection with the Purchase Agreement. Applicant Gold Coast Real Estate, Inc. employed Applicant Carper.

7. The Respondents ended up having disputes between and among themselves related to the Purchase Agreement. The Respondents did not close on the transaction described in the Purchase Agreement.

8. On or around May 24, 2022, Respondents Mark and Paula Garth served a Demand for Arbitration and Statement of Claim (the "Demand") upon Respondents, James and Lori Ruskin. The Demand purported to initiate arbitration (the "Arbitration") with the American Arbitration Association (the "AAA"). Respondents Mark and Paula Garth served the same Demand upon Applicants.

9. The Garths' Demand cites to Section 31.3 of the Purchase Agreement as the basis for alleged jurisdiction for the Arbitration with AAA.

10. In response to the Garths' Demand, on July 7, 2022, Applicants, Mr. Matthew Carper and Gold Coast Real Estate, Inc., filed their Objection to Arbitrability with AAA. A true and accurate copy of that Objection is attached hereto as Exhibit "A".

11. On or around August 22, 2022, the Ruskins filed an Amended Answer and Cross-Claim which also attempted to assert claims against Applicants in the Arbitration.

12. Applicants hereby make this application to this Court in opposition to the Garths' Demand and in opposition to the Ruskin Cross-Claim within the Arbitration. Applicants object to AAA's jurisdiction over them. Applicants seek to preserve their rights to have any claims against them adjudicated in this Court, and not in any Arbitration.

Summary of Basis for Staying Arbitration

13. **Applicants are not parties.** Neither Matthew Carper nor Gold Coast Real Estate, Inc. are identified as parties under the Uniform Purchase Agreement which serves as Respondents' alleged basis for Arbitration.

14. **Applicants did not sign.** Neither Matthew Carper nor Gold Coast Real Estate, Inc. signed the Uniform Purchase Agreement.

15. **No agreement to arbitrate with the Garths.** There is no written arbitration agreement between Respondents Mark and Paula Garth and Matthew Carper nor Gold Coast Real Estate, Inc.

16. **No agreement to arbitrate with the Ruskins.** There is no written arbitration agreement between Respondents James and Lori Ruskin and Matthew Carper nor Gold Coast Real Estate, Inc.

17. **Contrary to statute.** Respondents asserted basis for jurisdiction in arbitration is contrary to Nebraska statute governing arbitrability of claims, including Neb. Rev. Stat. § 25-2602.02.

WHEREFORE, pursuant to Neb. Rev. Stat. § 25-2603(b), Applicants request a stay of all claims against Applicants in the Arbitration, and all such other and further relief as the Court may allow.

Notice of Subsequent Motion & Hearing

Following initiation of this action, Applicants will proceed by filing a separate motion with this Court. Applicants will seek a hearing on this matter in front of the assigned District Court Judge. Applicants will seek an Order which stays all claims filed against the Applicants in the Arbitration.

DATED this 8th day of September, 2022.

MATTHEW CARPER AND
GOLD COAST REAL ESTATE,
INC., Applicants

By: /s/William N. Beerman
Kellie Chesire Olson, #25289
William N. Beerman, #26544
PANSING HOGAN ERNST
& BACIMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Phone: (402) 397-5500
Facsimile: (402) 397-4853
kolson@pheblaw.com
wbeerman@pheblaw.com
Attorneys for Applicants

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of September, 2022, a true and correct copy of the foregoing was filed with the Clerk of the District Court of Douglas County, Nebraska eFiling system. I further certify that a true and accurate copy was also sent via email to the following:

Jay Koehn
McGrath North Mullin & Kratz, PC LLO
First National Tower, Suite 3700
1601 Dodge Street
Omaha, NE 68102
jkoehn@mcgrathnorth.com

Lawrence K. Sheehan
Ellick, Jones, Buelt, Blazek, & Longo, LLP
9290 West Dodge Road, Suite 303
Omaha, Nebraska 68114
lsheehan@ellickjones.com

/s/William N. Beerman

AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION

MARK GARTH and PAULA GARTH,) Case No. 01-22-0002-2069
Husband and Wife,)
)
 Claimants,)
)
 v.) MATTHEW CARPER AND GOLD
) COAST REAL ESTATE, INC.'S
) OBJECTION TO ARBITRABILITY
 JAMES RUSKIN and LORI RUSKIN,)
 Husband and Wife, MATTHEW)
 CARPER, and GOLD COAST REAL)
 ESTATE, INC.,)
)
 Respondents.)

Respondents Matthew Carper and Gold Coast Real Estate, Inc. having been served with a Demand to arbitrate by Claimants, hereby submit this Objection to Arbitrability and protest having to participate in this arbitration on the basis that they are not subject to arbitration and the arbitrator does not have jurisdiction or authority to resolve the dispute for them.

In support of this Objection, Respondents state as follows:

1. The Claimants' Demand for Arbitration and Statement of Claim cites to Section 31.3 of the Uniform Purchase Agreement signed by the Ruskins and the Garths on April 2, 2022 (attached as Exhibit A to the Demand) as the basis for jurisdiction for arbitration with the American Arbitration Association ("AAA").
2. Neither Matthew Carper nor Gold Coast Real Estate, Inc. are parties to the Uniform Purchase Agreement, and thus neither are subject to the arbitration agreement.
3. There is no written arbitration agreement between the Claimants and Matthew Carper nor Gold Coast Real Estate, Inc.
4. The AAA and the arbitrator do not have the jurisdiction or authority to resolve the dispute for Matthew Carper or Gold Coast Real Estate, Inc.

WHEREFORE, Matthew Carper and Gold Coast Real Estate, Inc. respectfully request to be dismissed from the arbitration on the basis that the AAA has no jurisdiction against them, and the arbitrator has no jurisdiction or authority to resolve the dispute for them. Further, they preserve all objections to and do not concede to the arbitrator's jurisdiction, reserving the right to petition for vacatur in the event of any adverse ruling.

DATED this 7th day of July, 2022.

MATTHEW CARPER AND GOLD COAST
REAL ESTATE, INC., Respondents & Objectors,



PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114
PH: (402) 397-5500
Fax: (402) 397-4853
By: Kellie Chesire Olson, #25289
Email: kolson@pheblaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been furnished to the following by email on this 7th day of July, 2022.

Jay Kochm
McGrath North Mullin & Kratz, PC LLO
jkochm@mcgrathnorth.com
Attorney for Claimants

Lawrence K. Sheehan
Ellick, Jones, Buelt, Blazek, & Longo, LLP
lsheehan@ellickjones.com
Attorneys for Ruskins



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller's option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time, In the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

8.1 All Cash: Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier's check at time of delivery of deed, no financing being required.

8.2 Conditional Upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.2.1 Terms of Financing. Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or by certified or cashier's check at time of delivery of deed, conditioned upon Purchaser's ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$_____. The financing will be (select one) VA, FHA, CONVENTIONAL, USDA or _____, check here if loan to be NIFA qualified and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. Financing will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

Seller Financing: - See attached addendum Loan Assumption: - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

_____	_____	_____	or
Company Name	Loan Officer Name	Phone Number	
_____	_____	_____	or
Company Name	Loan Officer Name	Phone Number	
_____	_____	_____	
Company Name	Loan Officer Name	Phone Number	

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

9. SALE CONTINGENCY: (Check one if applicable):

9.1. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser's property to be listed by _____ located at: _____ See attached addendum.

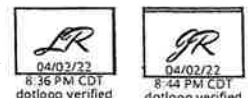
9.2. Contingent Upon Closing of Purchaser's Property Currently Under Contract: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____ scheduled to close on approximately _____ (date).

PROPERTY ADDRESS: 1405 S 185th Circle, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:



If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

Items not conveyed salt water fish tank & all equipment, 2 wine refrigerators in bar, invisible fence transformer, tv mounts. Proof of competing offer required. Competing offer must also be cash or if above \$1,100,011.00 must waive appraisal contingency, if applicable, in order to beat said competing offer by \$10,000.00. Should multiple offers apply, see Multiple Offer Addendum attached.

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, possession or _____.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to Ambassador Title Services, _____, or _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be 06-01-2022 or as agreed between seller & buyer _____, 2022, and possession date shall be Closing Date, or Same as above _____. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

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Purchaser(s) Initials:  
04/02/22 2:35 PM CDT dotloop verified | 04/02/22 2:38 PM CDT dotloop verified
Seller(s) Initials:  
04/02/22 8:36 PM CDT dotloop verified | 04/02/22 8:44 PM CDT dotloop verified

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

by the Seller. Escrow Agent shall be Ambassador Title Services _____, _____ or _____. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. Survey: Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. Home Warranty Acknowledgment: Purchaser has been advised of the availability of Home warranty.

- Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____
- Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$_____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)
- Home warranty provider shall be American Home Shield (AHS) _____, 2-10 Home Buyer's Warranty _____, or _____
- Home warranty coverage rejected by Purchaser.

17. Wood Infestation: Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by Integrity Termite _____, Red Termite _____, Bug-Z Pest Control _____, or NA _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. Property Inspections: Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

- | | |
|-----------|-----------|
| <i>MG</i> | <i>PG</i> |
| | |

 Purchaser elects NOT to obtain Property inspections.
- | | |
|--|--|
| | |
| | |

 Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

- 18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;
- or
- 18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

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<i>MG</i>	<i>PG</i>
04/02/22 2:35 PM CDT dotloop verified	04/02/22 2:38 PM CDT dotloop verified

 Seller(s) Initials:

<i>LR</i>	<i>GR</i>
04/02/22 8:36 PM CDT dotloop verified	04/02/22 8:44 PM CDT dotloop verified

18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **Purchaser's Personal Inspection:** This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. *If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

20. **Utilities:** Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.

21. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 2 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. **Rents, Leases and Tax Deferred Exchange:** All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

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Seller(s) Initials:  
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dotloop verified dotloop verified

23. **Homeowners Association and Protective Covenants:** Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. **Release of Information:** Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. **Government Required Actions and Disclosures:**

25.1 **Seller Property Condition Disclosure:** Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. **Lead Based Paint:** Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. **SID:** Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. #_____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 **Fair Housing.** It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 **Safety:** Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

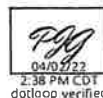
25.6. **Affiliated Business Arrangements:** Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. **Insurance and Property Damage:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

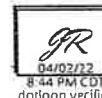
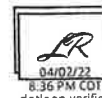
27. **Notice, Delivery and Time.** Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party's agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

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Purchaser(s) Initials:



Seller(s) Initials:



28. **Modification in Writing:** Any modification of the terms of this agreement must be in writing and signed by all parties.

29. **Electronic Transaction Authorization:** The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. **Compensation of Selling Broker:** Purchaser shall pay Selling Broker compensation of \$,400.00 at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. **Arbitration and Mediation:**

31.1 **Disputes:** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 **Mediation:** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 **Arbitration:** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbitrator(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbitrator may award attorney's fees and arbitration costs to the prevailing party.

31.4 **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 **Exclusions.** The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

31.6 **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

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2:35 PM CDT 2:38 PM CDT
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Seller(s) Initials:  
8:36 PM CDT 8:44 PM CDT
dotloop verified dotloop verified

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ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials:

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before 04/02/2022, at 8:00 o'clock P, M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

- HUD/FHA/VA Mortgage Addendum
- _____
- _____

Disclosures and Attachments Provided Between Purchaser and Seller

- Seller Property Condition Disclosure Statement Signed and Dated 03/27/2022
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Limited Dual Agency Agreement
- S.I.D. Statement
- Preapproval/Prequalification Letter
- FHA Addendum
- _____
- _____

Checklist of Documents provided to Purchaser from Purchaser's Broker

- Affiliated Business Arrangement Disclosure
- Wire Fraud Notice
- _____

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: *Mark A Garth* dotloop verified
04/02/22 2:35 PM CDT
TM2X-0XIN-T9DM-S4UE

Purchaser: *Paula J Garth* dotloop verified
04/02/22 2:38 PM CDT
WOLC-XX7J-SLUY-6RLA

Mark A Garth
Purchaser's Name (Printed)

Paula J Garth
Purchaser's Name (Printed)

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: _____

Phone: _____

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED Garth Family Trust Mark A. Garth and Paula J. Garth are Trustees
 Single Individual(s) Married Individual(s) A Married Couple Other

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Purchaser(s) Initials: *MAA* 04/02/22
2:35 PM CDT
dotloop verified *PJG* 04/02/22
2:38 PM CDT
dotloop verified Seller(s) Initials: *LR* 04/02/22
8:36 PM CDT
dotloop verified *GR* 04/02/22
8:44 PM CDT
dotloop verified

PURCHASER AGENT INFO

Berkshire Hathaway HomeServices

REALTOR® (Company Name), Broker

331 Village Point Plaza, Omaha NE 68118

OFFICE ADDRESS

4300

OFFICE MLS ID #

402-493-4663

OFFICE PHONE #

Therese Wehner

AGENT NAME (Printed)

therese.wehner@bhhsamb.com

AGENT E-MAIL ADDRESS

250 / 0860570

AGENT MLS ID # / AGENT NREC LICENSE #

4026700101

AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on 04/02/2022, at 9:00 o'clock PM CT, prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Purchase price to be \$1,100,011.
Proof of funds to be provided no later than 4/4/22, home will remain on the market for back offers if not provided.
\$25,000 earnest deposit to be non-refundable, paid to title company 4/4/22.
HOA repairs to be completed prior to close.
Closing to be 5/31/22, post occupancy until 6/31/22 for \$1.

Seller acknowledges receipt of a copy of this Agreement with an identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: James Ruskin dotloop verified 04/02/22 8:44 PM CDT OH1X-NW24-AYKY-FPTY

James Ruskin
Seller's Name (Printed)

Seller: Lori Ruskin dotloop verified 04/02/22 8:36 PM CDT U0NQ-FBMQ-ZIRK-PCGX

Lori Ruskin
Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.
Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

Better Homes & Gardens R.E.
REALTOR® (Company Name), Broker

OFFICE ADDRESS

OFFICE MLS ID #

402-932-5989

OFFICE PHONE #

Matthew Carper

AGENT NAME (Printed)

Matt.Carper@betteromaha.com

AGENT E-MAIL ADDRESS

AGENT MLS ID # / AGENT NREC LICENSE #

402-250-0491

AGENT PHONE #

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Seller(s) Initials:   04/02/22 8:36 PM CDT dotloop verified 04/02/22 8:44 PM CDT dotloop verified

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on April 2, 2022 at _____ o'clock _____ M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

We accept the above as written.

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Mark A Garth dotloop verified 04/02/22 9:13 PM CDT WXFC-7QAA-1 QU8-WMUB

Purchaser: Paula J Garth dotloop verified 04/02/22 9:16 PM CDT UB8J-XE2P-GUSW-PIZK

Mark A Garth
Purchaser's Name (Printed)

Paula J Garth
Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):
 accepts the terms above.
 makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____

Seller: _____

Seller's Name (Printed)

Seller's Name (Printed)



**BERKSHIRE
HATHAWAY**
HomeServices
Ambassador Real Estate



MULTIPLE OFFER ADDENDUM

This addendum is in addition to and becomes a permanent part of the Purchase Agreement dated 04/02/2022 on the property known as 1405 S 185th Circle, Omaha, NE 68130.

Purchase Agreement to be amended as follows:

1. In the event of multiple offers on this property, Buyer will match a competing net offer (**meaning net proceeds to the Seller inclusive of any seller paid costs of buyer or buyer paid costs of the seller unless otherwise stated**) and increase this net proceeds offer to Seller by \$10,000.00 and:

- UP to a maximum purchase price of \$1,100,011.00
- an **UNLIMITED** maximum purchase price subject to Buyer's final approval of price within _____ hours of seller's notification of final price.

If competing offer has waived radon inspection, Buyer waives radon inspection. If competing offer has waived a home warranty, buyer waives home warranty (subject to the following clause 2).

2. This clause is selected or not selected:

Buyer's final price shall be increased by the amount of \$ _____ over and above the the maximum purchase price determined in paragraph 1, to allow for Seller to purchase at closing a home warranty for Buyer through:

- American Home Shield
- 2-10 Home Warranty
- _____ (Other)

If the Property does not appraise due to to the purchase of the home warranty, then this clause shall be automatically removed and the purchase price lowered to the maximum purchase price determined in paragraph 1 above.

3. Seller shall promptly deliver to Buyer or Buyer's agent the fully executed Purchase Agreement reflecting the increased price as well as a copy of the highest competing offer with net sheet (without revealing the identity of the competing buyers).

4. Disclaimer: Buyer acknowledges and affirms that this Multiple Offer Addendum has been made of Buyer's own volition and at Buyer's own discretion and Buyer agrees to hold agents and their Brokers harmless with regard to negotiation of the final sales price. In the event other Competing Offers are presented on this Property, Buyer acknowledges that a non-identifying copy of the documents constituting this Offer may be provided to the parties making such other offers.

<i>Lori Ruskin</i>	dotloop verified 04/04/22 3:38 PM CDT RVSR-BRV8-DBCX-IZIM	
SELLER		DATE

<i>James Ruskin</i>	dotloop verified 04/04/22 10:21 PM CDT XSXR-WPQ4-F6HX-CFDE	
SELLER		DATE

<i>Mark A Gorth</i>	dotloop verified 04/02/22 3:39 PM CDT #201-TEXT-HPAN-QLAY	
BUYER		DATE

<i>Paula J Gorth</i>	dotloop verified 04/02/22 2:38 PM CDT YDHR-MI-TL-01-10-00CW	
BUYER		DATE

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Whole house fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Central air conditioning 2021 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Heating system 2021 year installed (if known) Gas _____ Electric _____ Other (specify _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fireplace / Fireplace Insert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Gas log (fireplace)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Gas starter (fireplace)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Heat pump _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Propane Tank _____ year installed (if known) <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Wood-burning stove _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Plumbing (water supply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. a. Underground sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Back-flow prevention system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Water heater _____ year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water purifier _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Water softener <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Own	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Well system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sump pump (discharges to _____ rear _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) 2019 year(s)	N / A	N / A	<input type="checkbox"/>
2. Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the roof leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is there presently damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any structural problems with the structures on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is there presently damage to the chimney?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built 2003 (if known)	N / A	N / A	<input type="checkbox"/>
11. Has the property experienced any moving or settling of the following:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Retaining wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any room additions or structural changes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Contaminated soil or water (including drinking water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Landfill or buried materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lead-based paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Radon gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Toxic materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

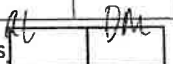
Seller's Initials



Property Address

1405 South 185th Circle, Omaha, NE 68130

Buyer's Initials



Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Any easements, other than normal utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any lot-line disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Any private transfer fee obligation upon sale?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a common wall or walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is there a party wall agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any unsatisfied judgments against the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any dispute regarding a right of access to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Any other title conditions which might affect the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the real property in a floodway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Is trash removal service provided to the real property? If so, are the trash services <input checked="" type="checkbox"/> public <input type="checkbox"/> private	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have the structures been mitigated for radon? If yes, when?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is the property connected to a natural gas system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Has a pet lived on the property? Type(s) <u>dog</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Were all repairs related to the above claims completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleaning of fireplace, including chimney	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Servicing of furnace	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Professional inspection of furnace A/C (HVAC) System	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Servicing of septic system		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Treatment for wood-destroying insects or rodents		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Tested well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Serviced / treated well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.
Note: Use additional pages if necessary.

Section A-6 - Roof replaced from hail storm.

Section A-12 - Upon purchase homeowners renovated all bathrooms down to studs, kitchen down to studs, basement bar down to studs and made stairs go straight down, removing the turn to the basement in 2018.

Section D-15- 2019 insurance claim on roof, replaced with presidential 40 yer shingle.

2016 - added heater to 3 car garage
2018 - kitchen renovated down to studs
2018 - all lights, switches and outlets replaced
2019 - interior painted- walls/ceiling.
2019 - new skylights when the roof was replaced.
2019 - basement cabinets and gas fireplace added
2019/2020 - landscaping completed with outdoor kitchen, french drain installed to keep water from patio
2020 - new 100 gallon hot water heater
2021 - exterior painted
2021 - window seals replaced
2021 - custom window coverings
October 2021 - two new furnaces, two new A/C's - dual zone

See attached document for all updates.

If checked here PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of _____ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature James Ruskin dotloop verified 03/17/22 4:51 PM CDT XVBV 6Z5 TR4Q-JDCZ

Seller's Signature Lori Ruskin dotloop verified 03/17/22 4:14 PM CDT HQALXV1P73 QM9F-VF5Q

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature Allison Lloyd-McLennan

Purchaser's Signature Daniel McLennan

Certificate Of Completion

Envelope Id: D61186C63D6342199E099A2D25778CF1
Subject: 1405 S 185 Circle
Source Envelope:
Document Pages: 26
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Jeff Rensch
8701 W. Dodge Rd.
Suite 300
Omaha, NE 68114
jeff@jeffrensch.com
IP Address: 216.166.81.2

Record Tracking

Status: Original
4/2/2022 | 07:15 PM

Holder: Jeff Rensch
jeff@jeffrensch.com

Location: DocuSign

Signer Events

Mari Rensch
mrench9@hotmail.com
Security Level: Email, Account Authentication
(None)

Signature

Mari Rensch

Signature Adoption: Pre-selected Style
Using IP Address: 174.205.228.28

Timestamp

Sent: 4/2/2022 | 07:23 PM
Viewed: 4/2/2022 | 07:23 PM
Signed: 4/2/2022 | 07:23 PM

Electronic Record and Signature Disclosure:

Accepted: 4/2/2022 | 07:23 PM
ID: 81a5178a-8504-4106-8df0-621244296911
Company Name: NP Dodge Real Estate Sales, Inc.

Daniel McLennan
danielsmclennan@gmail.com
Security Level: Email, Account Authentication
(None)

Daniel McLennan

Signature Adoption: Pre-selected Style
Using IP Address: 73.15.206.72

Sent: 4/2/2022 | 07:24 PM
Viewed: 4/2/2022 | 07:31 PM
Signed: 4/2/2022 | 07:50 PM

Electronic Record and Signature Disclosure:

Accepted: 4/2/2022 | 07:31 PM
ID: 22a98703-d3a3-43c4-a47a-4da4dd8f21ae
Company Name: NP Dodge Real Estate Sales, Inc.

Allison Lloyd-McLennan
allisonlloyd01@gmail.com
Security Level: Email, Account Authentication
(None)

Allison Lloyd-McLennan

Signature Adoption: Pre-selected Style
Using IP Address: 73.15.206.72

Sent: 4/2/2022 | 07:24 PM
Viewed: 4/2/2022 | 07:40 PM
Signed: 4/2/2022 | 07:41 PM

Electronic Record and Signature Disclosure:

Accepted: 4/2/2022 | 07:40 PM
ID: 90d54e56-cd43-483a-9f91-46f944b66137
Company Name: NP Dodge Real Estate Sales, Inc.

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Ellen McLennan
ellen.mclennan@gmail.com
Security Level: Email, Account Authentication (None)

Status

COPIED

Timestamp

Sent: 4/2/2022 | 07:23 PM
Viewed: 4/2/2022 | 07:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Matthew Carper
matt.carper@betteromaha.com

COPIED

Sent: 4/2/2022 | 07:50 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 9/21/2021 | 02:03 PM
ID: d5fee76c-d24e-432e-b0fa-d30bf718fff4
Company Name: NP Dodge Real Estate Sales, Inc.

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

4/2/2022 | 07:23 PM
4/2/2022 | 07:40 PM
4/2/2022 | 07:41 PM
4/2/2022 | 07:50 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE: From time to time, NP Dodge Real Estate Sales, Inc. (we, us or Company) may be required by law to provide certain written notices or disclosures. Please read the information below and confirm your agreement by clicking the **I CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES** button at the bottom of this document.

GETTING PAPER COPIES: You may request paper copies of any record provided or made available electronically. If you are an authorized user of the DocuSign system, you can download and print documents through your DocuSign user account up to 30 days after the documents are sent. Thereafter, you may obtain paper copies of documents by requesting them using the following the procedure described below.

WITHDRAWING YOUR CONSENT: You may withdraw your consent and instruct us to provide required notices and disclosures only in paper format by following the procedure described below.

IF YOU CHANGE YOUR MIND: If you elect to receive required notices and disclosures in paper format, it may take longer to complete certain steps in transactions and to provide services to you because we will need to receive acknowledgment of your receipt of paper notices or disclosures.

NOTICES AND DISCLOSURES: We will send you notices and disclosures to the address provided by you unless you tell us otherwise in accordance with the procedures described herein.

CONTACT US: To contact us by email send messages to: **docusign@npdodge.com**.

NEW/CHANGE OF EMAIL ADDRESS: To change your e-mail address, send an email message to us at **docusign@npdodge.com** and state: your previous e-mail address and your new e-mail address. In addition, you must notify DocuSign, Inc. to change your email address in your DocuSign account and by following the process for changing e-mail addresses in DocuSign.

TO REQUEST PAPER COPIES: To request paper copies of notices and disclosures previously provided to you electronically by us, send an e-mail request to us at **docusign@npdodge.com** and state: your e-mail address, full name, U.S. Postal address, and telephone number.

WITHDRAW CONSENT: To inform us that you no longer want to receive notices and disclosures from us electronically you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to **docusign@npdodge.com** and provide: your e-mail address, full name, IS Postal Address, telephone number, and account number. No additional information is required if you withdraw consent. If you withdraw your consent for online documents, transactions may require additional time to process.

ACKNOWLEDGING ACCESS AND CONSENT: To confirm that you can access this information electronically, which is similar to electronic notices and disclosures that we will provide to you, please verify that you are able to read this electronic disclosure and that you are able to print or electronically save this page for your records, or that you were able to e-mail this disclosure and consent to an email address where you are able to print or save it for your records. If you consent to receiving notices and disclosures exclusively in electronic format on the terms

and conditions described above, please confirm by checking the **I CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES** box below. By checking the **I CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES** box, I confirm that: I can access and read this **ELECTRONIC CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES** document; and

1) I can print the disclosure or save or send the disclosure to a location where I can print it, for my records; and

2) Until or unless I notify **NP Dodge Real Estate Sales, Inc.** as described above, I consent to receiving all notices, disclosures, authorizations, acknowledgements, and other documents required to be provided or made available to me by **NP Dodge Real Estate Sales, Inc.** exclusively electronically during the course of our relationship with you.



THE GOOD LIFE GROUP

Wire Fraud Notice

NOTICE TO BUYER AND SELLER REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS:

Please be aware that the Escrow Company may require a wire transfer of funds at closing. Buyer and Seller should take care to provide wire transfer information only to a proper agent of the Escrow Company. Funds should only be wired to Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Address: 1405 South 185th Circle, Omaha, NE 68130

Seller: *James Ruskin* dotloop verified 03/27/22 4:51 PM CDT WQNW-CXXK-MXT4-QPNJ

Buyer: *Chris McDonald* dotloop verified 04/02/22 12:38 PM CDT QDZB-ZXFC-HPKI-AWLO

Seller: *Lori Ruskin* dotloop verified 03/27/22 4:14 PM CDT MZHG-Z55F-APN6-VNUZ

Buyer: *Katie McDonald* dotloop verified 04/02/22 12:35 PM CDT JSR3-45GQ-V7YT-TEXP

Date: _____

Date: _____



AGREEMENT FOR SELLER TO OCCUPY AFTER CLOSING

Buyer(s) and Seller(s) have agreed to the sale of the property ("Property") described below under the Purchase Agreement ("Purchase Agreement") dated 4/2/2022, and Seller(s) will occupy the house and grounds after closing of the sale. This Agreement shall apply to that occupancy.

1. THE PROPERTY

Legal Description: RIDGES-THE LOT 64 BLOCK 0 IRREG

Address: 1405 185th, Omaha, NE 68130

2. SELLER(S) DUTIES UNDER THIS AGREEMENT

Seller(s) shall:

- a. Pay an occupancy fee of \$0.00 per day or any part thereof on the NA day of each month, and shall occupy beginning upon the closing date under the Purchase Agreement and ending upon 06/28/2022 (date). This occupancy fee shall be collected and paid at the time of closing provided; however, that the fee collected at closing shall not be more than one month's rent. In the event that occupancy shall be longer than one month, the next month's rent shall be prepaid to the Buyer for each consecutive month, or prorated part thereof, on the same day as closing for each month following closing.
- b. Pay \$500.00 to Buyer(s) as a security deposit against any damage that may occur to the Property during the occupancy (this deposit shall not be more than one month's periodic rent). The security deposit shall be returned to the Seller(s), if the Seller(s) returns the Property in as good a condition as received, normal wear and tear excluded and the Seller(s) are not delinquent in rent.
- c. Seller shall be responsible for normal maintenance and minor breakdowns including, but not limited to, lawn and landscape care, normal maintenance of plumbing, HVAC, carpeting, windows, appliances and any other normal maintenance and minor repairs to the Property, normal wear and tear excepted.
- d. Pay all of the utilities and services from the first day Seller is in the house, prorated to date of departure.
- e. Maintain the house, repair leaks and keep all of its systems and appliances in good working order, and Seller(s) agrees to pay to Buyer(s) the cost to restore to its condition prior to closing, normal wear and tear excluded.
- f. Maintain the grounds in a neat and tidy fashion.
- g. Maintain all personal property of Buyer(s) in the same condition as it was at the beginning of the occupancy, normal wear and tear excepted.
- h. Admit Buyer(s) or his agent to inspect the property at reasonable times.
- i. Keep a renter's policy for personal property and liability, and indemnify and hold harmless Buyer(s) from any claims for injury to property or persons not covered by insurance. If possible, Seller(s) shall name Buyer(s) as a co-insured or a beneficiary on such insurance policies. Liability policies shall have a minimum limit of \$250,000 per occurrence.

j. Use of the property only as a single-family residence. People to be living in the property shall be;

James Ruskin, Len Ruskin

k. Pay to Buyer(s) any costs of repair to the house and grounds for any damage not covered above.

l. Vacate the property within three (3) days following the termination of this agreement.

m. Pay costs and attorney fees allowed by law for any action necessary by Buyer(s) to enforce this agreement.

n. Except for normal maintenance and minor breakdowns, despite any language in this agreement to the contrary, Buyer(s) shall repair and replace any major breakdowns in the electrical systems, air systems, plumbing and repair and replace any major or structural items, except as shall be caused by the neglect, and willful misconduct or the failure of Seller(s) to perform the terms of this Agreement.

Seller(s) shall not:

- a. Make any changes of any kind to the house or grounds without Buyer(s) prior written consent, and Seller(s) agrees to pay to Buyer(s) any reasonable cost to restore the property to its condition before the change.
- b. Violate any laws, covenants, rules or regulations applying to the property.
- c. Rent the property, assign this agreement or sublet the property.
- d. Take any action that would cause a lien, judgment or encumbrance against the property.

3. RISK OF LOSS. Any risk of loss to personal property shall be borne by Seller(s), from the date of occupancy to the termination of occupancy. To the extent that this modifies the Purchase Agreement, this Agreement controls. The parties to this Agreement should consult their insurance agent.

4. PETS. Seller(s) May May Not keep domestic pet(s) on the property, and a security deposit of \$ _____ shall be paid for damage that the pet(s) may cause. If neither box is checked, the Seller(s) may not keep pets of any kind. This security deposit shall be paid to Buyer(s) directly and returned to Seller(s) should the property be returned in as good a condition as received.. In the event any damage or cleanup is needed beyond ordinary wear and tear, said security deposit may be used toward such costs and the balance returned to the Seller(s).

5. DEFAULT. If Seller(s) fails to do anything required of him under this Agreement, Buyer(s) may terminate this Agreement.

6. CHANGES, WAIVERS. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person against whom it is sought to be enforced.

7. TIME IS OF THE ESSENCE. Time shall be of the essence with regard to every provision of this agreement.

8. Pets could be negotiated, buyers request that pets are not allowed once flooring is refinished.

THE PARTIES ARE ADVISED TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. THIS AGREEMENT IS PROVIDED BY NEXTHOME SIGNATURE REAL ESTATE MERELY AS A CONVENIENCE AND NEXTHOME SIGNATURE REAL ESTATE MAKES NO GUARANTEES THAT THIS AGREEMENT WILL BE BENEFICIAL TO EITHER PARTY. FURTHER, THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT NEXTHOME SIGNATURE REAL ESTATE'S REPRESENTATION AND DUTIES END AS OF THE CLOSING OF THE SALE EXCEPT AS IS SPECIFICALLY PROVIDED BY STATUTE.

SIGNATURES.

Dated this _____ day of 04/02/2022

[Signature box for Seller]

Seller

[Signature box for Seller]

Seller

Chris McDonald dotloop verified 04/02/22 1:17 PM CDT GQHC-W002-57C1-2DIF

Buyer

[Signature box for Buyer]

Buyer

[Large empty rectangular box for additional signatures or notes]

This is a legally binding contract. If not understood, Buyer(s) and Seller(s) may wish to consult an attorney.



NEBRASKA REAL ESTATE COMMISSION SELLER PROPERTY CONDITION DISCLOSURE STATEMENT Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? 6.3 year(s)
Is seller currently occupying the property? (Circle one) YES NO If yes, how long has the seller occupied the property? 6.3 year(s)
If no, has the seller ever occupied the property? (Circle one) YES NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 1405 South 185th Circle
in the city of Omaha, County of Douglas County, State of Nebraska and legally described as:
RIDGES-THE LOT 64 BLOCK 0 IRREG

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT** a warranty of any kind by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain**. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

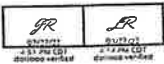
SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garbage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Built-in vacuum system and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Range ventilation systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Gas grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Room air conditioner (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV antenna / Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity <input type="checkbox"/> AMP Capacity (if known) <input type="checkbox"/> fuse <input checked="" type="checkbox"/> circuit breakers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ceiling fan(s) (<u>5</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Garage door opener(s) (<u>2</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Garage door remote(s) (<u>2</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garage door keypad(s) (<u>2</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Telephone wiring and jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Cable TV wiring and jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Intercom or sound system wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Built-in speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Smoke detectors (<u>3</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Fire alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Carbon Monoxide Alarm (<u>3</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Room ventilation/exhaust fan (<u>3</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. 220 volt service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Security System <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Central station monitoring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Have you experienced any problems with the electrical system or its components? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Seller's Initials



Property Address

1405 South 185th Circle, Omaha, NE 68130

Buyer's Initials



04/02/22 12:38 PM CDT 04/02/22 12:35 PM CDT

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Whole house fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Central air conditioning 2021 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Heating system 2021 year installed (if known) Gas _____ Electric _____ Other (specify _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fireplace / Fireplace Insert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Gas log (fireplace)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Gas starter (fireplace)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Heat pump _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Propane Tank <input type="checkbox"/> year installed (if known) <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Wood-burning stove _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Plumbing (water supply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. a. Underground sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Back-flow prevention system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Water heater 2020 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water purifier _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Water softener <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Own	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Well system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sump pump (discharges to _____ rear _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) 2019 year(s)	N / A	N / A	<input type="checkbox"/>
2. Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the roof leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is there presently damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any structural problems with the structures on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is there presently damage to the chimney?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built 2003 (if known)	N / A	N / A	<input type="checkbox"/>
11. Has the property experienced any moving or settling of the following:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Retaining wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any room additions or structural changes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Contaminated soil or water (including drinking water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Landfill or buried materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lead-based paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Radon gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Toxic materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Any easements, other than normal utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any lot-line disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Any private transfer fee obligation upon sale?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a common wall or walls? b. Is there a party wall agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any unsatisfied judgments against the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any dispute regarding a right of access to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Any other title conditions which might affect the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Is trash removal service provided to the real property? If so, are the trash services <input checked="" type="checkbox"/> public <input type="checkbox"/> private	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have the structures been mitigated for radon? If yes, when?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is the property connected to a natural gas system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Has a pet lived on the property? Type(s) <u>dog</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing / Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleaning of fireplace, including chimney	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Servicing of furnace	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Professional inspection of furnace A/C (HVAC) System	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Servicing of septic system		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Treatment for wood-destroying insects or rodents		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Tested well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Serviced / treated well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seller's Initials



Property Address

1405 South 185th Circle, Omaha, NE 68130

Buyer's Initials



PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.
Note: Use additional pages if necessary.

Section A-6 - Roof replaced from hail storm.

Section A-12 - Upon purchase homeowners renovated all bathrooms down to studs, kitchen down to studs, basement bar down to studs and made stairs go straight down, removing the turn to the basement in 2018.

Section D-15- 2019 insurance claim on roof, replaced with presidential 40 yer shingle.

2016 - added heater to 3 car garage
 2018 - kitchen renovated down to studs
 2018 - all lights, switches and outlets replaced
 2019 - interior painted- walls/ceiling.
 2019 - new skylights when the roof was replaced.
 2019 - basement cabinets and gas fireplace added
 2019/2020 - landscaping completed with outdoor kitchen, french drain installed to keep water from patio
 2020 - new 100 gallon hot water heater
 2021 - exterior painted
 2021 - window seals replaced
 2021 - custom window coverings
 October 2021 - two new furnaces, two new A/C's - dual zone

See attached document for all updates.

If checked here PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of _____ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature James Rustin dotloop verified 03/27/22 2:51 PM CDT X98V-345-3445-123C

Seller's Signature Lois Rustin dotloop verified 03/27/22 2:44 PM CDT H6M4X-NT99 GNPV HYSR

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relative to this transaction.

Purchaser's Signature Chris McDonald dotloop verified 04/02/22 12:38 PM CDT Y86J-FQ4R-NVT5-HRPN

Purchaser's Signature Katie McDonald dotloop verified 04/02/22 12:35 PM CDT 5BNK-RBXO-N29W-LITO



NEBRASKA REAL ESTATE COMMISSION SELLER PROPERTY CONDITION DISCLOSURE STATEMENT Residential Real Property

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? 6.3 year(s)
Is seller currently occupying the property? (Circle one) YES NO If yes, how long has the seller occupied the property? 6.3 year(s)
If no, has the seller ever occupied the property? (Circle one) YES NO If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 1405 South 185th Circle
in the city of Omaha, County of Douglas County, State of Nebraska and legally described as:
RIDGES-THE LOT 64 BLOCK 0 IRREG

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT** a warranty of any kind by the seller or any agent representing a principal in the transaction, and *should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain*. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garbage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Built-In vacuum system and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Range ventilation systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Gas grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Room air conditioner (_____ number)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. TV antenna / Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity <input type="checkbox"/> AMP Capacity (if known) <input type="checkbox"/> fuse <input checked="" type="checkbox"/> circuit breakers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Ceiling fan(s) (<u>5</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Garage door opener(s) (<u>2</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Garage door remote(s) (<u>2</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Garage door keypad(s) (<u>2</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Telephone wiring and jacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Cable TV wiring and jacks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Intercom or sound system wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Built-in speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Smoke detectors (<u>3</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Fire alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Carbon Monoxide Alarm (<u>3</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Room ventilation/exhaust fan (<u>3</u> number)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. 220 volt service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Security System <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Central station monitoring	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Have you experienced any problems with the electrical system or its components? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Whole house fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Central air conditioning 2021 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Heating system 2021 year installed (if known) Gas _____ Electric _____ Other (specify _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fireplace / Fireplace Insert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Gas log (fireplace)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Gas starter (fireplace)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Heat pump _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Humidifier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Propane Tank _____ year installed (if known) <input type="checkbox"/> Rent <input type="checkbox"/> Own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Wood-burning stove _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Plumbing (water supply)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. a. Underground sprinkler system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Back-flow prevention system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Water heater 2020 year installed (if known)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Water purifier _____ year installed (if known)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Water softener <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Own	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Well system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Sump pump (discharges to _____ rear _____)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) 2019 year(s)	N / A	N / A	<input type="checkbox"/>
2. Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Has the roof leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Is there presently damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Are there any structural problems with the structures on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is there presently damage to the chimney?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

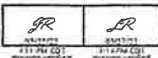
Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built 2003 (if known)	N / A	N / A	<input type="checkbox"/>
11. Has the property experienced any moving or settling of the following:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Floor	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Sidewalk	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Retaining wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any room additions or structural changes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Contaminated soil or water (including drinking water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Landfill or buried materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Lead-based paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Radon gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Toxic materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

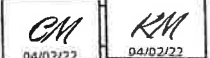
Seller's Initials



Property Address

1405 South 185th Circle, Omaha, NE 68130

Buyer's Initials



04/02/22

04/02/22

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Any easements, other than normal utility easements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any lot-line disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Any private transfer fee obligation upon sale?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is there a common wall or walls?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is there a party wall agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Any unsatisfied judgments against the seller?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Any dispute regarding a right of access to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Any other title conditions which might affect the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the system operational?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

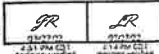
Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Is the real property in a floodway?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Is trash removal service provided to the real property? If so, are the trash services <input checked="" type="checkbox"/> public <input type="checkbox"/> private	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have the structures been mitigated for radon? If yes, when?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Is the property connected to a natural gas system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Has a pet lived on the property? Type(s) <u>dog</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Were all repairs related to the above claims completed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Cleaning of fireplace, including chimney	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Servicing of furnace	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Professional inspection of furnace A/C (HVAC) System	2021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Servicing of septic system		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Treatment for wood-destroying insects or rodents		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Tested well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Serviced / treated well water		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

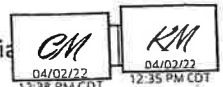
Seller's Initials



Property Address

1405 South 185th Circle, Omaha, NE 68130

Buyer's Initials



04/02/22 12:38 PM CDT

04/02/22 12:35 PM CDT

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.
Note: Use additional pages if necessary.

Section A-6 - Roof replaced from hail storm.

Section A-12 - Upon purchase homeowners renovated all bathrooms down to studs, kitchen down to studs, basement bar down to studs and made stairs go straight down, removing the turn to the basement in 2018.

Section D-15- 2019 insurance claim on roof, replaced with presidential 40 yer shingle.

2016 - added heater to 3 car garage
 2018 - kitchen renovated down to studs
 2018 - all lights, switches and outlets replaced
 2019 - interior painted- walls/ceiling.
 2019 - new skylights when the roof was replaced.
 2019 - basement cabinets and gas fireplace added
 2019/2020 - landscaping completed with outdoor kitchen, french drain installed to keep water from patio
 2020 - new 100 gallon hot water heater
 2021 - exterior painted
 2021 - window seals replaced
 2021 - custom window coverings
 October 2021 - two new furnaces, two new A/C's - dual zone

See attached document for all updates.

If checked here PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of ____pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature James Ruskin dotloop verified 04/27/22 4:51 PM CDT RVW-405-TR4Q-JDCC

Seller's Signature Low Ruskin dotloop verified 04/27/22 3:14 PM CDT UGAL-0755-G70V-WTRR

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relative to this transaction.

Purchaser's Signature Chris McDonald dotloop verified 04/02/22 12:38 PM CDT YB6J-EQ4R-NVT5-HRPN

Purchaser's Signature Katie McDonald dotloop verified 04/02/22 12:35 PM CDT SBNK-RBXO-NZ9W-LITO

If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

- 1. Buyers will increase their offer to \$5,000.00 above any competing offer with no cap to purchase price; subject to buyer's approval of final price within 30 minutes of seller's notification of final purchase price.
- 2. Buyers are flexible on Closing date and post-occupancy terms, but propose that closing date will be April 28th. Occupancy date will be June 28th if seller desires post-occupancy.
- 4. Buyers will assume responsibility of HOA required concrete work.
- 5. Buyers request access to home for wood flooring work/refinishing to be done prior to occupancy and request permission to replace driveway prior to occupancy.

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, possession or June 28th, 2022.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to Encompass Title & Escrow, _____, or _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be 04/28/2022, and possession date shall be Closing Date, or 06/28/2022. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

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Purchaser(s) Initials:   Seller(s) Initials:

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04/02/22
12:35 PM CDT
dotloop verified

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

by the Seller. Escrow Agent shall be Encompass Title & Escrow _____, or _____ . If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. **Survey:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. **Improvement Location Survey / Plot Plan** (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. **Boundary and Improvement Location Survey** (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. **ALTA (American Land Title Association) Survey** (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. **Home Warranty Acknowledgment:** Purchaser has been advised of the availability of Home warranty.

- Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____ . Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$ _____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.) Home warranty provider shall be _____, _____, or _____ .
- Home warranty coverage rejected by Purchaser.

17. **Wood Infestation:** Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by TNT Termite _____, _____, or _____ . Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. **Property Inspections:** Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

- | | |
|----|----|
| GM | KM |
| | |

 Purchaser elects NOT to obtain Property inspections.
- | | |
|--|--|
| | |
| | |

 Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

- 18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;
- or
- 18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

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Seller(s) Initials:



18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8 If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **Purchaser's Personal Inspection:** This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.


20. **Utilities:** Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.


21. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 3 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. **Rents, Leases and Tax Deferred Exchange:** All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

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04/07/22
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dotloop verified

Seller(s) Initials:

28. **Modification in Writing:** Any modification of the terms of this agreement must be in writing and signed by all parties.

29. **Electronic Transaction Authorization:** The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. **Compensation of Selling Broker:** Purchaser shall pay Selling Broker compensation of \$595.00 at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. **Arbitration and Mediation:**

31.1 Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbitrator(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbitrator may award attorney's fees and arbitration costs to the prevailing party.

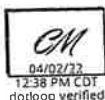
31.4 **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 **Exclusions.** The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

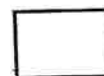
31.6 **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

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Seller(s) Initials:



Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials:

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before 04/02/2022, at 8:00 o'clock P, M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

HUD/FHA/VA Mortgage Addendum

Disclosures and Attachments Provided Between Purchaser and Seller

Seller Property Condition Disclosure Statement Signed and Dated _____
 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
 Limited Dual Agency Agreement
 S.I.D. Statement
 Preapproval/Prequalification Letter
 FHA Addendum

Checklist of Documents provided to Purchaser from Purchaser's Broker

Affiliated Business Arrangement Disclosure
 Wire Fraud Notice

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Chris McDonald
dotloop verified
04/02/22 12:38 PM CDT
19BZ-LZQ7-UGTO-PSPU

Chris McDonald
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: 402.677.7128

Purchaser: Katie McDonald
dotloop verified
04/02/22 12:35 PM CDT
R3FR-WNVI-YAQL-EDDS

Katie McDonald
Purchaser's Name (Printed)

Address: _____

City: _____ State: _____ Zip: _____

Phone: 402.850.6044

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED Christopher & KATHLEEN MCDONALD

Single Individual(s) Married Individual(s) A Married Couple Other

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Purchaser(s) Initials: Seller(s) Initials:
04/02/22 12:38 PM CDT dotloop verified 04/02/22 12:35 PM CDT dotloop verified

PURCHASER AGENT INFO

NextHome Signature Real Estate
REALTOR® (Company Name), Broker

101 South 108 Avenue, Suite 101 Omaha, NE 68154
OFFICE ADDRESS

101629
OFFICE MLS ID #

402.445.4899
OFFICE PHONE #

Katie McDonald
AGENT NAME (Printed)

Katie.mcdonald@nexthomesre.com
AGENT E-MAIL ADDRESS

20210240 /971061
AGENT MLS ID # / AGENT NREC LICENSE #

4028506044
AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

[Empty box for listing exceptions to terms and conditions]

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Empty box]

Seller: [Empty box]

Seller's Name (Printed)

Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.
Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

Better Homes and Gardens Good Life Group
REALTOR® (Company Name), Broker

16909 Lakeside Hills Plaza, Omaha, NE 68116
OFFICE ADDRESS

OFFICE MLS ID #

4022500491
OFFICE PHONE #

Matthew Carper
AGENT NAME (Printed)

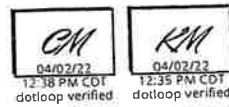
Matt.Carper@betteromaha.com
AGENT E-MAIL ADDRESS

20090271 /20201095
AGENT MLS ID # / AGENT NREC LICENSE #

AGENT PHONE #

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:

[Two empty boxes for Seller(s) Initials]

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

[Empty rectangular box for terms and conditions]

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: [Signature box]

Purchaser: [Signature box]

Chris McDonald
Purchaser's Name (Printed)

Katie McDonald
Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Signature box]

Seller: [Signature box]

Seller's Name (Printed)

Seller's Name (Printed)

PROPERTY ADDRESS: 1405 185th, Omaha, NE 68130

Purchaser(s) Initials:



Seller(s) Initials:

[Empty signature box]

[Empty signature box]



GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)



The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

NP Dodge Real Estate Sales, Inc., REALTORS® (Broker) Date: 04/02/2022 ("Date of Offer")

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: 1405 S 185 Circle City: Omaha State: NE Zip Code: 68130

2. Legal Description (Property): Ridges-the lot 64 Block 0 Irreg. as surveyed, platted and recorded in Douglas County, NE State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: [X] range [X] oven [X] refrigerator [X] microwave [X] dishwasher [] all window coverings [] all window covering hardware [X] all light fixtures [X] all ceiling fans [] washer [] dryer [] all TV mounts [X] garage door opener(s) with ANY remotes [] outdoor play equipment [] propane tank (unless rented) [] storage shed [] work bench [] security cameras (unless rented) [] video doorbells [] digital/smart thermostats and light switches [] shelving located in , other (list in space) blinds on windows, outdoor grill, all appliances except wine frig , all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or none other , free and clear of all liens, encumbrances or special taxes levied or assessed, [X] no exceptions [] except and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curbing, sidewalk and utilities.

6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of Eight Hundred Ninety-Five Thousand DOLLARS (\$ 895,000.00) on the following terms: \$ 10,000.00 (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows: [] delivered with this Agreement [] to be delivered later (If to be delivered later, see Section 10) [X] to be delivered within 72 hours of final acceptance of this Agreement. Earnest Money payable to [] Escrow Agent [] Purchaser Broker [] Seller Broker [] Seller.

Delivered by: Date: Received by: Date:

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the

PROPERTY ADDRESS: 1405 S 185 Circle, Omaha, NE 68130

If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

Buyer to pay \$10,000 over next highest bona fide offer up to unlimited number. Buyer will approve final number within 15 minutes of call to Mari Rensch, buyer agent.

11. Taxes: If the Property is located in Douglas or Sarpy County, Nebraska, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, Possession or _____.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to TitleCore National _____, _____, or _____ . Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____ . The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____ .

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be June 3, 2022, and possession date shall be Closing Date, or _____ . The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or

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Purchaser(s) Initials: DR AL Seller(s) Initials: _____

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid by the Seller. Escrow Agent shall be TitleCore National, _____, or _____. If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. **Survey:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender.

In most situations, even if a survey is not required, one of the surveys is recommended.

16. **Home Warranty Acknowledgment:** Purchaser has been advised of the availability of Home warranty.

Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____. Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$500 _____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)

Home warranty provider shall be 2-10 Home Buyers Warranty, Service One, or _____.

Home warranty coverage rejected by Purchaser.

17. **Wood Infestation:** Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by RED Termite, TNT Termite Inspections, Inc., _____ or _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. **Property Inspections:** Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser's choice to better determine the presence of contaminants and home condition.

Select and Initial One:

_____ Purchaser elects NOT to obtain Property inspections.

_____ Purchaser reserves the right to perform Property inspections.

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser's expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser's subjective discretion, Purchaser shall provide Seller with:

18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct;
or

18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

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Purchaser(s) Initials: DM dl Seller(s) Initials: _____

18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline").

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date ("Inspection Objection Deadline"), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement ("Resolution Deadline"), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser's written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser's request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8 If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. **Purchaser's Personal Inspection:** This offer is based upon Purchaser's personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. *If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser's decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.*

20. **Utilities:** Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any "Smart Home" or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller's own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller's related accounts.

21. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 2 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. **Rents, Leases and Tax Deferred Exchange:** All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange.

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Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

23. **Homeowners Association and Protective Covenants:** Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. **Release of Information:** Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. **Government Required Actions and Disclosures:**

25.1 **Seller Property Condition Disclosure:** Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2 **Lead Based Paint:** Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3 **SID:** Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. # _____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 **Fair Housing.** It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 **Safety:** Seller agrees to install, at Seller's expense, smoke detectors and carbon monoxide alarms as required by law.

25.6 **Affiliated Business Arrangements:** Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. **Insurance and Property Damage:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. **Notice, Delivery and Time.** Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party's agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

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28. **Modification in Writing:** Any modification of the terms of this agreement must be in writing and signed by all parties.

29. **Electronic Transaction Authorization:** The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. **Compensation of Selling Broker:** Purchaser shall pay Selling Broker compensation of \$ 495 at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. **Arbitration and Mediation:**

31.1 **Disputes:** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 **Mediation:** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 **Arbitration:** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative). The arbiter(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

31.4 **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 **Exclusions.** The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

31.6 **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL

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Purchaser(s) Initials: DM DL Seller(s) Initials: _____

Great Plains Regional MLS, LLC Uniform Purchase Agreement – Cont.

RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials: DM

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before April 2, 22, at 8 pm o'clock M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda
HUD/FHA/VA Mortgage Addendum

Disclosures and Attachments Provided Between Purchaser and Seller
Seller Property Condition Disclosure Statement Signed and Dated _____
 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
 Limited Dual Agency Agreement
 S.I.D. Statement
 Preapproval/Prequalification Letter
 FHA Addendum

Checklist of Documents provided to Purchaser from Purchaser's Broker
 Affiliated Business Arrangement Disclosure
 Wire Fraud Notice

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Daniel McLennan Apr 2, 2022 Purchaser: Allison Lloyd-McLennan Apr 2, 2022

McLennan Purchaser's Name (Printed) Purchaser's Name (Printed)

Address: Address:

City: State: Zip: City: State: Zip:

Phone: Phone:

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED TBD
 Single Individual(s) Married Individual(s) A Married Couple Other

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© 2021 GREAT PLAINS REGIONAL MLS, LLC Page 8 of 10 2/1/2021 Form 200 Purchaser(s) Initials: DM AL Seller(s) Initials:

Great Plains Regional MLS, LLC Uniform Purchase Agreement - Cont.

PURCHASER AGENT INFO

NP Dodge Real Estate Mari Rensch
 REALTOR® (Company Name), Broker AGENT NAME (Printed)

8601 W Dodge Rd Suite 120, Omaha, NE 68114 mrench9@hotmail.com
 OFFICE ADDRESS AGENT E-MAIL ADDRESS

770 2646 / 0940657
 OFFICE MLS ID # AGENT MLS ID # / AGENT NREC LICENSE #

(402) 330-5008 (402) 714-2662
 OFFICE PHONE # AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____, _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____ Seller: _____

 Seller's Name (Printed) Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.
 Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

Better Homes and Gardens Matthew Carper
 REALTOR® (Company Name), Broker AGENT NAME (Printed)

OFFICE ADDRESS matt.carper@betteromaha.com
 AGENT E-MAIL ADDRESS

OFFICE MLS ID # AGENT MLS ID # / AGENT NREC LICENSE #

OFFICE PHONE # (402) 250-0491
 AGENT PHONE #

PROPERTY ADDRESS: 1405 S 185 Circle, Omaha, NE 68130

Purchaser(s) Initials: DA ll Seller(s) Initials: _____

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____, _____, at _____ o'clock _____ M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: _____

Purchaser: _____

McLennan
Purchaser's Name (Printed)

Purchaser's Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 35 WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: _____

Seller: _____

Seller's Name (Printed)

Seller's Name (Printed)

PROPERTY ADDRESS: 1405 S 185 Circle, Omaha, NE 68130



THE
GOOD LIFE
GROUP

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

This is to give you notice that Better Homes and Gardens Real Estate – The Good Life Group has a business relationship with the service providers(s) identified below. Better Homes and Gardens Real Estate – The Good Life Group is affiliated as a shareholder, member or joint venture partner in or with the service provider(s) identified below. Because of this relationship, this referral may provide Better Homes and Gardens Real Estate – The Good Life Group a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROVIDER:	SETTLEMENT SERVICES:	CHARGE OR RANGE OF CHARGES:
Green Title & Escrow, LLC	Title Insurance	\$100 to \$2,000 or more based on product
	Escrow Settlement Service	Price \$500
	Lender Closing Fee	Price: \$275

Acknowledgment

I/We have read this disclosure form and understand that Better Homes and Gardens – The Good Life Group is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Address: 1405 South 185th Circle, Omaha, NE 68130

Buyer: Daniel McEnnan Seller: Lori Ruskin dotloop verified
03/27/22 4:1 - PM CDT
TDMA-BGOK-BJEJ-LK61

Buyer: Allison Lloyd-McEnnan Seller: James Ruskin dotloop verified
03/27/22 4:51 PM CDT
CRSL-T9RH2N3-MNPD



THE
GOOD LIFE
GROUP

Wire Fraud Notice

NOTICE TO BUYER AND SELLER REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS:

Please be aware that the Escrow Company may require a wire transfer of funds at closing. Buyer and Seller should take care to provide wire transfer information only to a proper agent of the Escrow Company. Funds should only be wired to Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Address: 1405 South 185th Circle, Omaha, NE 68130

Seller: *James Ruskin*
dotloop verified
03/27/22 4:51 PM CDT
WQNW-CXXK-MXT4-QPNJ

Buyer: *Allison Lloyd-McLennan*

Seller: *Lori Ruskin*
dotloop verified
03/27/22 4:14 PM CDT
MZHG-Z55F-APN6-VNUZ

Buyer: *Daniel McLennan*

Date: _____

Date: _____



Updates to 1405 S 185th Circle

Entertainers Dream Home!

Custom built 1.5 story, completely renovated. Primary suite on the main with 3 bedrooms on the second level, one being a second suite with walk in closet and private bath.

Cherry Ridge has 2 pools, \$500 for fob to access both annually. Within walking distance. All HOA and pool dues paid by seller for 2022.

2016 - Garage: Thermostat controlled electric garage heater. All built ins convey, has wash out sink with hot and cold water, invisible fence ready with two loops, sprinkler system control box. New garage doors Lift Master openers with MyQ capabilities.

2016 – Large second level window replaced.

2016- Brinks security system with monitored carbon monoxide, smoke, motion and entry detectors.

2018 - Kitchen renovated down to studs. New electric. Custom cherry cabinets with soft close cabinets and drawers, quartz countertops, walk in pantry, GE Monogram Duel Fuel Professional 6 burner and grill range with dual ovens, GE Monogram Professional hood with heating lamps, built in subzero refrigerator, Kitchenaid dishwasher, GE Profile microwave, pop-up mixer cabinet, two custom sinks one 16G Ruvati and 18G Frankie , two new InSinkerator garbage disposals, Delta H2O touch-less faucet, commercial faucet, LED up lighting and under cabinet lighting, charging drawer for electronics.

2018- electrical- outlets updated to tamper-resistant outlets. Whole house surge protector. Entire house converted to LED in ceiling lighting. Submerged outlets for all wall mounted TV's. Motion controlled LED lighting.

2018- new custom 12' sliding glass door to patio with foot lock.

2018- Four ring flood light cameras and ring doorbell. Four motion sensor lights along west side of house.

2019/2020 – patio completely redone with custom pavers, 16'L x 12'W x 5'D koi pond with custom waterfall, natural gas fire rock, outdoor kitchen with natural gas grill and granite countertop seating, hot and cold-water lines outdoors for easy access for cleaning. Evergreen trees added along the back and sides of property to create privacy. Kichler landscape lighting and up lighting. Two Kichler landscape lighting control boxes. Invisible fence run throughout (some left exposed to move as needed for your furry friends). Front flagstone walkway with epoxy grout. Front and side yard drainage updated to hard pipe drains with newly landscaped front yard. Over \$100,000 in updates.

2019 – new presidential shingle roof and 5" gutters, added two skylights with blinds in the 2nd level suite.

2019 – all light fixtures and ceiling fans changed out.

2019 – Interior walls and ceiling professionally painted.

2019 - Upstairs second master bath completely renovated down to studs, new electric and exhaust fan, bath remodeled using the Schluter system to create a "wet room" concept. Quartz countertop. Lighted fog-less mirrors, new fixtures and Kohler sink.

2019- Upstairs bath completely renovated down to studs, new electrical and exhaust fan, bath remodeled using the schluter system. Lighted fog-less mirrors, new fixtures, new tub, quartz countertop, double Kohler sinks,

2019 - Primary bath- renovated down to studs, updated with schluter system to create a "wet room" concept, heated programmable tile floor, floor drains,

heated towel racks, dual rain shower heads and hand-held sprayers with dual controls, custom tub with floor tub filler, lighted fog-less mirrors and new fixtures, new shower exhaust system, quartz countertop and custom cabinets with soft close cabinets and drawers.

2019 - Primary closet- gutted and added elfa closet organization system. 2022 New carpet, has hidden in wall safe.

2019 - Basement bar- gutted down to studs with all new electric, new custom wood cabinets with soft close drawers and cabinets, LED under counter lighting, LED wine rack lighting, LED custom in cabinet lighting, Whirlpool dishwasher, GE Monogram ice maker/beverage refrigerator, separate GE beverage refrigerator, and GE Monogram microwave. New Ruvati 16G sink with Delta H2O faucet, new InSinkerator garbage disposal.

2019 - Basement built in cabinets with remote controlled 5 ft. Kozy Heat gas fireplace. Cabinet allows all electronic access behind wall. Hidden room behind fireplace provides access to fireplace.

2019- Basement bath renovated down to studs, new 6 ft shower enclosure, new electric, exhaust fan and fixtures.

2019 – wood floors resurfaced and stained.

2021 – Exterior professionally painted

2021- window seals replaced.

2021 – custom window blinds

Utility Room – Two new Trane varispeed furnaces, Trane air conditioners installed October 2021 with dual zone controls (2nd level and main/lower level), 100-gallon hot water heater installed 2020, home has two sump pumps, water softener, utility sink with hot and cold water.

Fireplaces- main is wood burning and the lower level is gas.



Notice Regarding Wire Fraud, Suspicious Communications and Audio/Video Recording



NOTICE TO PURCHASERS AND SELLERS REGARDING WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS

It has been reported that individuals are impersonating escrow company representatives and real estate agents in furtherance of wire fraud schemes. These schemes involve unauthorized individuals requesting wire transfer information from Purchasers and Sellers, and providing fraudulent wire transfer information, resulting in funds being diverted from authorized escrow agents to unauthorized recipients.

Please be aware that the Escrow Agent identified in your Purchase Agreement may require wire-transferred funds at Closing. Purchaser and Seller should be cautious, and communicate only with authorized representatives of the Escrow Agent regarding wire transfer information. Funds should be wired to the Escrow Agent using account information provided by a verified representative of the Escrow Agent.

All wire transfer information provided or requested should be verified immediately in person or by telephone using the Escrow Agent's published telephone number or other published contact information. Purchasers and Sellers should investigate changes or requests from unverified individuals. If you believe that an unauthorized individual has contacted you and requested wire transfer information or provided fraudulent wire transfer information, please contact the Escrow Agent and law enforcement immediately.

If your funds are transferred to a fraudulent account, or if you provide your bank's wire transfer information to an unauthorized person, it is possible that you will not recover your funds. It is extremely important that Purchasers and Sellers remain vigilant, and communicate only with the Escrow Agent's authorized representative(s) when providing or receiving wire transfer information.

NOTICE TO PURCHASERS AND SELLERS REGARDING AUDIO/VIDEO RECORDING

To Purchasers: Purchasers should assume that all properties that you view have audio/visual surveillance devices in operation both inside and outside the property and expect to be recorded. Purchasers are advised to speak and act in a manner that reflects that they are being recorded. Conversations at the property that could weaken the Purchaser's bargaining position or disclose the Purchaser's negotiating strategies should not be presumed to be confidential and should be avoided.

To Sellers: Audio and video recording of third parties without their knowledge and consent is subject to federal and state laws. Nebraska and Iowa are "one-party" states. This means that communications can be recorded legally if one of the parties to the communication has given consent to be recorded. Sellers are advised to provide notice in the Multiple Listing Service public remarks and conspicuously post notice at the property informing potential buyers and agents that audio and video recording devices are in use at the property. Consent to be recorded should be obtained in writing. Notice alone that a conversation may be recorded does not suffice as consent. Sellers are advised to seek legal advice regarding legal ramifications of audio and video recording of showings of your property.

Seller acknowledges that potential buyers, real estate agents, appraisers, home inspectors, contractors, and others with access to the Property may take photographs or record video inside and outside of the Property. Seller should remove valuable, personal and private items, and items that reveal personally identifiable information that Seller does not want photographed or videotaped.

Allison Lloyd-McLennan
Purchaser _____ Date _____

Seller _____ Date _____

Daniel McLennan
Purchaser _____ Date _____

Seller _____ Date _____

Address: _____

Agency Disclosure Information for Buyers and Sellers

Company NP Dodge Real Estate Sales, Inc. Agent Name Mari Reeder Rensch

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

Limited Seller's Agent

- Works for the seller
- Shall not disclose any confidential information about the seller unless required by law
- May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property
- Must present all written offers to and from the seller in a timely manner
- Must exercise reasonable skill and care for the seller and promote the seller's interests

A written agreement is required to create a seller's agency relationship

Limited Buyer's Agent

- Works for the buyer
- Shall not disclose any confidential information about the buyer unless required by law
- May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction
- Must present all written offers to and from the buyer in a timely manner
- Must exercise reasonable skill and care for the buyer and promote the buyer's interests

A written agreement is not required to create a buyer's agency relationship

Limited Dual Agent

- Works for both the buyer and seller
- May not disclose to seller that buyer is willing to pay more than the price offered
- May not disclose to buyer that seller is willing to accept less than the asking price
- May not disclose the motivating factors of any client
- Must exercise reasonable skill and care for both buyer and seller

A written disclosure and consent to dual agency required for all parties to the transaction

Customer Only (list of services provided to a customer, if any, on reverse side)

- **Agent does not work for you**, agent works for another party or potential party to the transaction as:
 - Limited Buyer's Agent
 - Limited Seller's Agent
 - Common Law Agent (attach addendum)
- Agent may disclose confidential information that you provide agent to his or her client
- Agent must disclose otherwise undisclosed adverse material facts:
 - about a property to you as a buyer/customer
 - about buyer's ability to financially perform the transaction to you as a seller/customer
- Agent may not make substantial misrepresentations

Common Law Agent for Buyer Seller (complete and attach Common Law Agency addendum)

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure (Including Information on back of form)

Allison Lloyd McEneaney Apr 2, 2022
 (Client or Customer Signature) (Date)

 (Print Client or Customer Name)

Daniel McEneaney Apr 2, 2022
 (Client or Customer Signature) (Date)

 (Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s): Mari Reeder Rensch 402.714.2662

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should **NOT** be assumed to be your agent. MR Init. JR Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number: Rensch Group, Jeff Rensch 402.677.5333

3. Managing Broker(s) name(s) and phone number(s): _____

4. Designated Broker name: Jill M. Anderson, NP Dodge Real Estate Sales, Inc., (402) 397-4900

Broker's Supplemental Information to NREC "Agency Disclosure Information" Form for Teams

Agent is a Limited Seller's Agent and Buyer is a Customer

NP Dodge Real Estate Sales, Inc. offers this type of brokerage relationship.

Tasks that the Limited Seller's Agent may perform for a Buyer not represented by a licensee (i.e. Buyer is an unrepresented customer) may include, but are not limited to:

- A. Reviewing and explaining the home selling process and clauses in a proposed sales contract.
- B. Providing information on available financing including types, borrower qualifications, cash requirements, monthly payments and escrows, and assisting Buyer in assessing loan eligibility, extent of financing available and prequalification for financing. Presenting offers and counteroffers.
- C. Arranging and coordinating (1) preclosing services such as lender referrals, inspection, escrow services, property insurance, appraisals, surveys, document preparation and title insurance, and (2) closing services such as closing financial information, document execution and delivery, filing and recording.

Agent is a Limited Buyer's Agent and Seller is a Customer

NP Dodge Real Estate Sales, Inc. offers this type of brokerage relationship.

Tasks that the Limited Buyer's Agent may perform for a Seller not represented by a licensee (i.e. Seller is an unrepresented customer) may include, but are not limited to:

- A. Reviewing and explaining the home selling process and the provisions in a proposed sales agreement.
- B. Providing supporting market data for the property and an estimate of closing costs for the proposed sale. Presenting offers and counteroffers.
- C. Arranging and coordinating (1) preclosing services such as inspections, appraisals, surveys, escrow services, document preparation, title insurance and relocation referrals, and (2) closing services such as closing financial information, document execution and delivery, filing and recording.

Limited Dual Agency

NP Dodge Real Estate Sales, Inc. offers this type of brokerage relationship, but only with a written disclosure and consent to dual agency signed by all parties to the transaction.

Common Law Agency

NP Dodge Real Estate Sales, Inc. does not offer this type of brokerage relationship except for situations which have received written approval of the designated broker.

Client(s) or Customer(s) Name(s): _____



EXHIBIT TO AGENCY DISCLOSURE FORM
AS REQUIRED BY NEBRASKA REAL ESTATE COMMISSION



Additional Agent(s) working for Client or Customer as referenced on Page 1 of 2, #1 of the Agency Disclosure Information for Buyers and Sellers form.

Agent(s) name(s) and phone numbers(s):

Jeff Rensch 402-677-5333

Amanda Iwansky 402-276-1311

Alexandria Rensch McBride 402-517-8442

Amy Lindsay 402-415-8906

Deanne Fairfield 402-212-1343

Julie Shafer 402-208-9573

Judy Cleveland 402-598-5520

Sherry Dixon 402-706-9949

Warren Wood 402-680-3440

Team Name: Rensch Group

Client(s) or Customer(s) Name(s): _____



April 2, 2022

Mr. & Mrs. Seller,

Thank you for the opportunity to tour your gorgeous home today. We appreciate your consideration of our offer. We also live in the ridges and have come to be quite attached to the neighborhood; specifically the Cherry Ridge subdivision. We are needing more room for our family and the 3 upstairs bedrooms are just perfect for our 3 daughters.

We also have a buyer for our home; which backs to the pond on hole #5. The buyer is represented by the highest ranked realtor in Omaha. Teresa Elliott has toured our home and believes the fair price on the sale of our home is \$785,000.

We are offering cash; which eliminates any concern with appraisal. We want to point out that we are flexible on the terms of our offer relating to post-occupancy and closing. We are willing to be very flexible as we understand the situation with Mr. Seller needing to stay in the home for work. We wanted to point out that our post-occupancy lease-back fee is less than market value. We have somewhere we can stay temporarily if our buyers need to get in sooner than occupancy. In speaking with Matt, your realtor, we are comfortable with all of the terms and requests pertaining to items in the home that you would like to take with you.

Again, thank you for considering our offer. We would love to work together to come to terms everyone is happy with.

Sincerely Katie & Chris McDonald



April 2, 2022

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Again, thank you for considering our offer. We would love to work together to come to terms everyone is happy with.

Sincerely Katie & Chris McDonald



BUYER'S ESTIMATED COSTS



Buyer(s): McLennan

Property Address: 1405 S 185 Circle, Omaha, NE 68130

Estimated Closing Date: June 3, 2022 Purchase Price \$ 895,000.00

Loan Amt: \$ TBD Loan Type: _____ Rate: 5.500 % Term: 360 years 30

Down Payment \$ 895,000

Closing Costs		
Loan Origination Fee	\$	_____
Appraisal Fee	\$	<u>500.00</u>
Credit Report	\$	<u>35.00</u>
Recording Fee	\$	<u>100.00</u>
Wood Infestation Inspection Fee	\$	<u>100.00</u>
Plot Plan/Survey	\$	<u>90.00</u>
Title Insurance (1/2 of \$ <u>2,781.75</u>)	\$	<u>1,390.88</u>
Home Protection Plan/Inspection Fee (septic, well, etc.)	\$	_____
Escrow Closing Fee	\$	<u>250.00</u>
Professional Services Fee	\$	_____
Broker Compensation - paragraph #30 - NE. Purchase Agreement	\$	<u>495</u>
Lender Fees (commitment, closing, etc.)	\$	_____
Loan Discount Points	\$	_____
Misc. _____	\$	_____
Misc. _____	\$	_____
Total Closing Costs	\$	<u>2,960.88</u>

Prepays, Prorations & Escrows		
Homeowner's Insurance, First Year	\$	_____
MIP/PMI/VA Funding Fee, First Year	\$	_____
Tax Proration (_____ days x _____ /day)	\$	_____
Interest Proration (_____ days x _____ /day)	\$	_____
Homeowner's Ins, Escrow (_____ mo. x _____ /mo.)	\$	_____
MIP/PMI Escrow (_____ mo. x _____ /mo.)	\$	_____
Tax Escrow (_____ mo. x _____ /mo.)	\$	_____
Misc. _____	\$	_____
Total Prepays, Prorations & Escrows	\$	_____

Total Estimated Funds Needed For Purchase \$ 897,960.88

Less Credits For Money Paid Prior To Closing		
Earnest Deposit	\$	<u>10,000.00</u>
Loan Application Fee	\$	_____
Homeowner's Insurance, First Year	\$	_____
Misc. _____	\$	_____
Total Credits	\$	<u>(10,000.00)</u>

Total Estimated Funds Needed At Closing \$ 887,960.88

Estimated Monthly Payment		
Principal and Interest	\$ _____	MIP/PMI Escrow \$ _____
Association Fees	\$ _____	Tax Escrow \$ _____
Homeowner's Insurance Escrow	\$ _____	Total Monthly Payment \$ _____

The above information is believed to be reliable but is not guaranteed. Final figures are determined at closing.

Buyer represents that Buyer has the financial ability to perform the terms of the purchase agreement based upon the proposed sales price above. Buyer agrees to notify Buyer's Broker in writing if Buyer's financial circumstances change, resulting in any material limitation on Buyer's ability to perform under the terms of the purchase agreement.

Mari Rensch Apr 2, 2022
Agent Date

Daniel McLennan Apr 2, 2022
Buyer (Copy Received) Date

NP Dodge Real Estate Sales Inc. (402) 350-1509
Phone

Allison Lloyd-McLennan Apr 2, 2022
Buyer (Copy Received) Date



Notice Regarding Wire Fraud, Suspicious Communications and Audio/Video Recording



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Daniel McInnan Apr 2, 2022
Purchaser Date

Seller Date

Allison Lloyd-McInnan Apr 2, 2022
Purchaser Date

Seller Date

Address: 1405 S 185 Circle, Omaha, NE 68130

Wire Fraud, Suspicious Communications, Audio and Video Recording Notice -- 11-12-2019

The Rensch Group - NP Dodge Real Estate, 8601 West Dodge Rd. Omaha NE 68114
Phone: (402) 714-2662 Fax: (402) 330-5545 Mari Reeder Rensch

1405 S 185 Circle



THE GOOD LIFE GROUP

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PROVIDER:	SETTLEMENT SERVICES:	CHARGE OR RANGE OF CHARGES:
Green Title & Escrow, LLC	Title Insurance	\$100 to \$2,000 or more based on product
	Escrow Settlement Service	Price \$500
	Lender Closing Fee	Price: \$275

Acknowledgment

I/We have read this disclosure form and understand that Better Homes and Gardens – The Good Life Group is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Address: 1405 South 185th Circle, Omaha, NE 68130

Buyer: *Chris McDonald* dotloop verified
04/02/22 12:38 PM CDT
SLDI-RROO-Z0UT-MF1N Seller: *Lori Ruskin* dotloop verified
03/27/22 4:14 PM CDT
TDMA-BGOK-BJE-LK61

Buyer: Seller: *James Ruskin* dotloop verified
03/27/22 4:51 PM CDT
CRSL-T9RI-I2N3-MNPD



AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT



Purchaser: McLennan

Seller: _____

From: **NP Dodge Real Estate Sales, Inc.**

Date: April 2, 2022

Property: 1405 S 185 Circle, Omaha, NE 68130

This is to give you notice that NP Dodge Real Estate Sales, Inc. and its parent company, NP Dodge Company, have business relationships with settlement service providers, TitleCore National, LLC and Dodge Partners Insurance, LLC. NP Dodge Company owns a 78% interest in TitleCore National, LLC and a 58% interest in Dodge Partners Insurance, LLC. Because of these relationships, this referral may provide NP Dodge Real Estate Sales, Inc. financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Settlement Service	Charge or Range of Charges
TitleCore National, LLC	Title Insurance Escrow Settlement Services	\$100 minimum based on property price or loan amount \$200 to \$750 based on transaction type
Dodge Partners Insurance, LLC		Annual premium varies depending on the price of the home, insurance product selected and associated risk assessments such as age of home, insurance score, past claims of the insured, etc.

The rates, costs and fees above are estimates. Actual costs may vary based on the loan size and type, insurance coverage sought, and the state in which the property is located. Please review the Good Faith Estimate of settlement charges for the specific charges that will apply to your transaction.

In addition, while neither NP Dodge Real Estate Sales Inc. nor NP Dodge Company is affiliated with First National Bank of Omaha, 2-10 Home Buyers Warranty, TNT Termite Inspections, Inc., RED Termite or any other Service Network service providers, NP Dodge Real Estate Sales, Inc. has contractual relationships with those service providers pursuant to which NP Dodge Real Estate Sales, Inc. provides advertising and promotion for financial or other benefit.

I/We have read this disclosure form, and understand that NP Dodge Real Estate Sales, Inc. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as a result of the referral.

<u>David McLennan</u>	<u>Apr 2, 2022</u>	_____	_____
Purchaser	Date	Seller	Date
<u>Allison Lloyd-McLennan</u>	<u>Apr 2, 2022</u>	_____	_____
Purchaser	Date	Seller	Date

RECEIVED

MAR 27 2024

BEFORE THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA

NEBRASKA REAL ESTATE
COMMISSION

Case No. 2023-004

STATE OF NEBRASKA, *ex rel.*,
THE STATE REAL ESTATE
COMMISSION OF THE STATE
OF NEBRASKA, MARK GARTH, AND
PAULA GARTH,

Complainants,

v.

MATTHEW RYAN CARPER and TOM
SIMMONS, and GOLD COAST REAL
ESTATE,

Respondents.

FINAL PREHEARING ORDER

A final prehearing conference was held on Wednesday March 20, 2024, at 2:30 p.m., by telephone conference call. Appearing for the parties were J.L. Spray for Complainant State of Nebraska Real Estate Commission ("Commission") and Mark LaPuzza for Respondents Matthew Ryan Carper ("Respondent Carper"), Tom Simmons ("Respondent Simmons"), and Gold Coast Real Estate (the "Brokerage").

1. *Exhibits.* Joint Exhibit list was received but parties need to number the pages of each exhibit. Failure to list an exhibit, other than exhibits used solely for purposes of impeachment, shall result in its non-admissibility. The failure to state objections on the exhibit list shall be deemed a waiver of such objections. Copies of state statutes, state regulations, or of case law shall not be identified as exhibits but shall be included in the briefs to be submitted by the parties.

2. *Uncontroverted Facts.* The parties have agreed that the following may be accepted as established facts for the purposes of this case only:

- a) **Respondent Carper is and has been at all times relevant to this matter, the holder of a Nebraska Real Estate Salesperson's license (#20201095) issued by the Commission on August 7, 2020.**
- b) **Respondent Simmons is and has been at all times relevant to this matter, the holder of a Nebraska Real Estate Broker's license (#20090271) issued by the Commission on July 9, 2009.**
- c) **Respondents are and have been at all times relevant to this matter affiliated with Gold Coast Real Estate, Inc., d/b/a Better Homes and Gardens Real Estate, The Good Life Group (the "Brokerage").**
- d) **Respondent Simmons is and has been at all times relevant to this matter, the supervising broker for the Brokerage.**

- e) Respondent Simmons is and has been at all times relevant to this matter, the supervising broker for Respondent Carper.
- f) On or about March 27, 2022, Respondent Carper executed a listing agreement (“Initial Listing Agreement”) for real property located at 1405 South 185th Circle, Omaha, Nebraska 68130 (the “South 185th Circle Home”) between the Brokerage and James and Lori Ruskin (the “Ruskins”).
- g) Under the Initial Listing Agreement, Respondent Carper was the Listing Agent.
- h) The Initial Listing Agreement provided for a listing period from March 28, 2022, through July 8, 2022.
- i) The Initial Listing Agreement provided for a list price of \$895,000.00.
- j) On or about April 2, 2022, Mark and Paula Garth (the “Garths”), placed an offer on the South 185th Circle Home in the amount of \$900,011.00 in cash (“Garth Offer”), without contingencies or inspections, and with a \$25,000.00 earnest deposit.
- k) The Garth Offer also included an addendum with an escalation clause (the “Garth Offer Addendum”) under which the Garths would match competing offers up to a maximum of \$1,100,011.00.
- l) The Garth Offer Addendum included a condition that the Garths receive proof of any competing offer.
- m) On April 2, 2022, the Ruskins also received an offer from Daniel and Allison Lloyd McLennan (the “McLennans”) on the South 185th Circle Home in the amount of \$895,000.00 with an escalation clause subject to buyer’s approval.
- n) The Ruskins and Respondent Carper did not further negotiate with the McLennans.
- o) On April 2, 2022, the Ruskins also received an offer from Katie McDonald (“McDonald”) on the South 185th Circle Home in the amount of \$895,000.00 with an unlimited escalation clause subject to buyer’s approval.
- p) In a text message from McDonald to Respondent Carper on April 2, 2022, at 7:06 p.m., McDonald indicated to Respondent Carper she would not pay more than \$950,000.00 for the South 185th Circle Home.
- q) Respondent Carper negotiated with the Garths’ agent, Therese Wehner (“Wehner”).
- r) Respondent Carper represented there was a competing offer for the South 185th Circle Home which also included an escalation clause in negotiations with Wehner.
- s) On April 2, 2022, the Ruskins made a written counteroffer (the “Counteroffer”) to the Garths accepting all the terms and conditions of the Garth Offer with a purchase price of \$1,100,011.00 and other certain modifications not relevant here.
- t) (INTENTIONALLY LEFT BLANK)
- u) On April 4, 2022, the Ruskins executed and thereby ratified and reaffirmed their agreement to the Garth Offer Addendum attached to the Garth Offer.
- v) The Garths made repeated demands for proof of a competing offer.
- w) Respondent Carper never provided proof of a competing offer before the

closing date.

- x) The Garths made the \$25,000.00 deposit into escrow on April 4, 2022.
- y) On or about May 24, 2022, the Garths filed an arbitration action (the "Arbitration") against the Ruskins and the Respondents in this matter.
- z) A true and accurate copy of the Final Arbitration Award from the Arbitration is attached hereto and incorporated by reference as Exhibit "C."

- aa) On or about June 6, 2023, the Garths filed an action in the District Court of Douglas County (the "District Court") to Confirm the Arbitration Award.
- bb) On or about June 26, 2023, the Arbitrator executed a modification of the Final Arbitration Award to correct typographical errors regarding the address of the South 185th Circle Home.
- cc) On or about June 27, 2023, Respondents Carper and the Brokerage filed a motion in the District Court to modify the Final Arbitration Award.
- dd) On or about July 21, 2023, the District Court confirmed the Final Arbitration Award as modified in an order (the "Order").
- ee) A true and accurate copy of the Order is attached hereto and incorporated by reference as Exhibit "D."
- ff) The modification of the Final Arbitration Award in the Order did not change the findings of negligence on the part of Respondent Carper or the Brokerage.
- gg) The Final Arbitration Award, confirmed as modified in the Order, provides that Respondent Carper and the Brokerage breached their obligations under the listing agreement between Respondents and the Ruskins, that Respondent Carper's negligence caused damages to the Ruskins, and that Respondent Carper and the Brokerage breached their duty of care to the Ruskins.

3. *Controverted and Unresolved Issues.* The issues remaining to be determined and unresolved matters for the Commission's attention are:

- a) Whether Respondent Carper's violations of his duties as the Ruskin's seller's agent, as found in the Final Arbitration Award as modified constitute unfair trade practices under NEB. REV. STAT. § 81-885.24(16) as violations of a seller's agent's duties under NEB. REV. STAT. § 76-2417(1)(a)-(c) and (e) to perform the terms of the written agreement made with the client; exercise reasonable skill and care for the client; promote the interests of the client with the utmost good faith, loyalty, and fidelity; and comply with all requirements of the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act.
- b) Whether Respondent committed any unfair trade practice under NEB. REV. STAT. § 81-885.24(22) by making any substantial misrepresentations.
- c) Whether Respondent Carper's violations of his duties as the Ruskin's seller's agent, as found in the Final Arbitration Award as modified, constitute unfair trade practices under NEB. REV. STAT. § 81-885.24(29).
- d) Whether Respondent Simmons failed to supervise Respondent Carper as

Respondent Carper's supervising broker. *See* 299 NEB. ADMIN. CODE § 5-003.22.

- e) Whether Respondent Simmons demonstrated "negligence, incompetency, or unworthiness to act as a broker or salesperson" under NEB. REV. STAT. § 81-885.24(29) in his supervision of Respondent Carper as Respondent Carper's supervising broker.
- f) Whether in the Arbitration, the Ruskins filed a crossclaim against Respondent Carper.
- g) Whether the Arbitrator concluded there was no valid contract between the Ruskins and the Garths for a lack of a "meeting of the minds" because the Garths specified they would not agree to pay the \$1,100,011.00 purchase price without proof of a competing offer, the Ruskins agreed to provide such proof, and the Ruskins did not so provide.
- h) Whether the Arbitrator concluded that the listing agreement between the Ruskins and the Respondents required Respondent Carper and the Brokerage to exercise reasonable skill and care for the Ruskins in the negotiations over the sale of the South 185th Circle Home and in the preparation of agreements.
- i) Whether the Arbitrator concluded that Respondent Carper was negligent in his management and negotiation of the transaction.
- j) Whether the Arbitrator concluded that Respondent "Carper's vague, ambiguous, and misleading communications about the competing offers were the cause in fact of significant and substantial misunderstandings between the Garths and Ruskins related to the competing offers, the various escalation clauses, and the ultimate price of the property."
- k) Whether the Arbitrator concluded that "Carper could have either prepared a counteroffer which explicitly struck all requirements for proof of a competing offer and eliminated the Multiple Offer Addendum entirely or generated a new clean proposal that eliminated all terms set forth in the Garths' offer."
- l) Whether the Arbitrator concluded that Respondent Carper failed to exercise reasonable care for the Ruskins.
- m) Whether the Arbitrator found that the Ruskins sold the South 185th Circle Home to a different buyer later for \$845,000.00.
- n) Whether the Arbitrator found that the South 185th Circle Home had an appraised value of \$875,000.00 as of May 22, 2022.
- o) Whether the Arbitrator found that the evidence established that the South 185th Circle Home could have sold for \$960,000.00 or more in April 2022.
- p) Whether the Arbitrator found that the Ruskins, Respondent Carper, and the Brokerage all bear some responsibility for the failure to negotiate an enforceable contract for the sale of the South 185th Circle Home at a better price.
- q) Whether the Arbitrator concluded that Respondent Carper and the Brokerage were negligent in the negotiation, document preparations, and sale of the South 185th Circle Home.
- r) Whether the Garth and McDonald offers expired at 8:00 p.m. on April 2, 2022 according to their terms.

- s) Whether the April 2, 2022 McLennans offer to the Ruskins contained additional contingencies.
- t) Whether both the April 2, 2022 offers from McDonald and Garth to the Ruskins expired at 8:00 p.m. on April 2, 2022 according to their terms.
- u) Whether Respondent Carper in negotiations with Wehner disclosed the South 185th Circle home competing offers escalation clause was subject to the Buyer's approval.
- v) What time of day did the Ruskins make the April 2, 2022 written counter-offer to Garths.
- w) Whether the Garths signed the Garths Offer Addendum without requesting proof of any competing offer.
- x) Did the most relevant findings of law with the Final Arbitration Award as modified by the District Court find Carper (a) violated his duty of reasonable skill and care (Final Arbitration Award at pg. 3); (b) violated his duty of care pursuant to the listing agreement (Id at pg. 5; Order at pg. 2) and (c) was negligent (Final Arbitration Award at pp. 3-4; Order at pp. 1-2)

4. *Rules of Evidence.* A statement of intent has been made by the following parties to waive their right to request that the hearing be conducted according to the rules of evidence applicable in a district court: **OR** A statement of intent to request that the Commission be bound by the rules of evidence applicable in district court has been made by the following parties:

The parties waive their rights to request that the hearing be conducted according to the Rules of Evidence.

5. *Witnesses.*

- (A) All witnesses, including rebuttal witnesses and expert witnesses (stating their profession and area of expertise), whom the complainant expects to call to testify, except those who may be called for impeachment purposes only, are (give name, address and telephone number):

See Exhibit B Joint Witness List. Witnesses may be called to testify via remote means pursuant to 305 NEB. ADMIN. CODE Ch. 4-007.03.

- (B) All witnesses, including rebuttal witnesses and expert witnesses (stating their profession and area of expertise), whom the respondent expects to call to testify, except those who may be called solely for impeachment purposes, are (give name, address and telephone number):

See Exhibit B Joint Witness List.

No witness whose name, address and telephone number does not appear herein shall be permitted to testify for any purpose, except impeachment. Counsel are reminded each exhibit must have sequentially numbered pages unless previously marked, in the lower, right hand corner.

6. *Depositions and Other Discovery Documents.*

- (A) All depositions, answers to written interrogatories, and requests for admissions or portions thereof which are expected to be offered in evidence by the Complainant as part of its case-in-chief are:

None.

- (B) All depositions, answers to written interrogatories, and requests for admissions or portions thereof which are expected to be offered in evidence by the Respondent as part of the Respondent's case-in-chief are:

None.

- (C) All discovery identified above must be included in the Exhibit List.

- (D) Exhibits 1,6,7,22,24,26,27 and 29-3 are pleadings. Pleadings may only be offered into evidence for the sole purpose of any "admissions against interest" by another party.

7. *Length of Hearing.* The parties estimate the hearing will last **three** hours.

8. *Manner of Testimony.* **Witness oral testimony.**

9. *Hearing Date, Time and Location.* The Hearing is scheduled to commence on: Thursday April 25, 2024, at 10:30 a.m. in the Telegraph Lofts East Center, 4th Floor Conference Room located at 200 South 21st Street, Lincoln, NE.

10. *Motions in Limine.* The parties are given until April 10, 2024, to file motions in limine. Any such motion shall be supported by a brief which shall be submitted to the PreHearing Officer contemporaneously with the filing of the motion in limine. A brief in opposition to any motion in limine shall be submitted to the PreHearing Officer on or before April 15, 2024.

11. *Hearing Briefs.* It is ordered that the parties shall submit a legal brief addressing their respective arguments for a finding of guilt or innocence on each charge and their suggested disposition in the event of a finding of guilt as to each specific charge. The parties may include arguments in their briefs on any other issues they deem pertinent to the Commission's resolution of the charges. Each party shall submit an original plus eight copies of their brief to the Commission's director, Greg Lemon, Nebraska Real Estate Commission, P.O. Box 94667, Lincoln, NE 68509-4667, so that the brief is received by the director at least ten business days before the date on which the hearing is scheduled to commence, in order to allow the director to distribute copies of the brief to the chairperson and all Commission members at least seven business days before the date on which the hearing is scheduled to commence. A copy of the brief shall also be served on opposing parties or their counsel at the time of submission to the


Commission.

12. *Rulings on Non-dispositive Motions.* **Not applicable.**

13. *Suggested Rulings on Objections to Exhibits* (Objections: R - Relevancy; H - Hearsay; A - Authenticity; F - Foundation; O - Other). **Not applicable.**

14. All exhibits shall be received and shall be given the weight and relevance which the Commissioners deem appropriate.

DATED: March 27, 2024.

By: 
Robert D. Kinsey, Jr., PreHearing Officer
Kinsey Rowe Becker & Kistler, LLP
3800 VerMaas Pl #100
Lincoln, NE 68502
Phone: (402) 434-9053
Fax: (402) 438-1654
rkinsey@krbkllaw.com

STATE OF NEBRASKA, *ex rel.*,
THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA,
MARK GARTH, and PAULA GARTH

By: /s/ J.L. Spray
J.L. Spray, #18405
MATTSON RICKETTS LAW FIRM
134 S. 13th Street, #1200
Lincoln NE 68508-1901
Phone: 402-475-8433
jls@mattsonricketts.com

MATTHEW RYAN CARPER AND
TOM SIMMONS, Respondents

By: /s/ Mark J. LaPuzza
Mark J. LaPuzza, #22677
PANSING HOGAN ERNST & BUSER, LLP
10250 Regency Circle, Suite 300
Omaha, NE 68117
Phone: 402-397-5500
mlapuzza@pheblaw.com

Approved as to Form

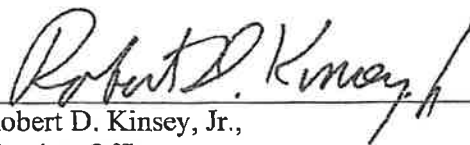
CERTIFICATE OF SERVICE

I hereby certify that on March 27, 2024, I served a true and correct copy of the foregoing document by email and/or by hand delivery on the following parties:

Matthew Ryan Carper, Tom Simmons
and Gold Coast Real Estate via Counsel
Mark J. LaPuzza
Pansing, Hogan, Ernst & Buser, LLP
10250 Regency Cir #300
Omaha, NE 68114
Phone: 402-397-5500
Email: mlapuzza@pheblaw.com

Greg Lemon
Nebraska Real Estate Commission
301 Centennial Mall South
P.O. Box 94667
Lincoln, NE 68509-4667
greg.lemon@nebraska.gov

J.L. Spray, #18405
Mattson Ricketts Law Firm
134 South 13th Street, Ste. 1200
Lincoln, NE 68508
Phone: 402-475-8433
Fax: 402-625-0775
Email: jls@mattsonricketts.com


Robert D. Kinsey, Jr.,
Hearing Officer
Kinsey Rowe Becker & Kistler, LLP
3800 VerMaas Pl #100
Lincoln, NE 68502
Phone: (402) 434-9053
Fax: (402) 438-1654
rkinsey@krbkllaw.com

**BEFORE THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, *ex rel.*,
THE STATE REAL ESTATE
COMMISSION OF THE STATE
OF NEBRASKA, MARK GARTH, AND
PAULA GARTH,

Complainants,

v.

MATTHEW CARPER and TOM SIMMONS,

Respondents.

Case No. 2023-004

**COMPLAINANT'S
HEARING BRIEF**

INTRODUCTION

This is a disciplinary proceeding brought by Complainant the State of Nebraska, *ex rel.* the State Real Estate Commission of the State of Nebraska (the "Commission") against Matthew Carper and Tom Simmons involving the Respondents' failure to perform their statutory duties to their client. The issues here are straightforward. Respondent Carper was found to have violated his seller's agent duties in an arbitration matter which was confirmed by a District Court. As such, this is a final judgment.

FACTS

Respondent Carper is and has been at all times relevant to this matter, the holder of a Nebraska Real Estate Salesperson's license (#20201095) issued by the Commission on August 7, 2020. *See* Final Prehearing Order at p.1, ¶ 2(a). Respondent Simmons is and has been at all times relevant to this matter, the holder of a Nebraska Real Estate Broker's license (#20090271) issued by the Commission on July 9, 2009. *Id.* at ¶ 2(b). Respondents are and have been at all times relevant to this matter affiliated with Gold Coast Real Estate, Inc., d/b/a Better Homes and Gardens Real Estate, The Good Life Group (the "Brokerage"). *Id.* at ¶ 2(c). Respondent Simmons is and has been at all times relevant to this matter, the supervising broker for the Brokerage and of Respondent Carper. *Id.* at p. 1-2, ¶ 2(d)-(e).

On or about March 27, 2022, Respondent Carper executed a listing agreement ("Initial

Listing Agreement”) for real property located at 1405 South 185th Circle, Omaha, Nebraska 68130 (the “South 185th Circle Home”) between the Brokerage and James and Lori Ruskin (the “Ruskins”). *Id.* at p. 2, 2(f); Ex. 22 at ¶ I(N). Under the Initial Listing Agreement, Respondent Carper was the Listing Agent and the South 185th Circle Home would be listed from March 28, 2022, through July 8, 2022, at a price of \$895,000.00. Final Prehearing Order at p. 2, ¶ 2(g)–(i); Ex. 8 at p. 1. The Initial Listing Agreement also laid out the duties of Respondent Carper as the Listing Agent. *See* Ex. 8 at p. 1.

On April 2, 2022, the Ruskins received multiple offers for the South 185th Circle Home. Complainants Mark and Paula Garth (the “Garths”) made an offer on the South 185th Circle Home in the amount of \$900,011.00 in cash (“Garth Offer”), without contingencies or inspections, with a \$25,000.00 earnest deposit and an addendum with an escalation clause (the “Garth Offer Addendum”) under which the Garths would match competing offers up to a maximum of \$1,100,011.00. *See* Final Prehearing Order at p. 2, ¶¶ 2(j)–(k). However, the Garth Offer Addendum included a condition that the Garths receive proof of any competing offer. *Id.* at ¶ 2(l). The Ruskins also received an offer from Daniel and Allison Lloyd McLennan (the “McLennans”) in the amount of \$895,000.00 with an escalation clause subject to buyer’s approval. *Id.* at ¶ 2(m). However, the Ruskins and Respondent Carper did not further negotiate with the McLennans. *Id.* at ¶ 2(n). The Ruskins also received an offer from Katie McDonald (“McDonald”) on April 2, 2022, for the South 185th Circle Home in the amount of \$895,000.00 with an unlimited escalation clause subject to buyer’s approval. *Id.* at ¶ 2(o). In a text message from McDonald to Respondent Carper on April 2, 2022, at 7:06 p.m., McDonald indicated to Respondent Carper she would not pay more than \$950,000.00 for the South 185th Circle Home. *Id.* at ¶ 2(p).

Respondent Carper negotiated with the Garths’ agent, Therese Wehner (“Wehner”) and represented to her that there was a competing offer for the South 185th Circle Home which also included an escalation clause. *Id.* at ¶ 2(q)–(r). Around 9:00 p.m. on April 2, 2022, the Ruskins made a written counteroffer (the “Counteroffer”) to the Garths accepting all the terms and conditions of the Garth Offer and Garth Offer Addendum with a purchase price of \$1,100,011.00 and other certain modifications not relevant here. *Id.* at ¶ 2(s); Ex. 22 at p. 2, ¶ I(E). In so doing, the Ruskins thereby ratified and reaffirmed their agreement to the Garth Offer Addendum attached to the Garth Offer. Final Prehearing Order at p. 2, ¶ 2(u). The Garths accepted the Counteroffer

and promptly made their \$25,000.00 deposit for the South 185th Circle Home into escrow on April 4, 2022. *Id.* at ¶ 2(x); Ex. 22 at p. 2, ¶¶ I(G)–(H). As time and discussions went on, the Garths made repeated demands for proof of a competing offer, but Respondent Carper never provided proof of a competing offer before the closing date. Final Prehearing Order at pp. 2–3, ¶ 2(v)–(w).

On or about May 24, 2022, and after the sale on the South 185th Circle Home from the Ruskins to the Garths failed to close, the Garths filed an arbitration action (the “Arbitration”) against the Ruskins and the Respondents in this matter. *Id.* at p. 3 ¶ 2(y). The Ruskins also filed a crossclaim against Respondents Carper and the Brokerage in the Arbitration. *See* Ex. 22 at p. 5, ¶ 3; Ex. 25 at p. 1, ¶¶ 2–3. The arbitrator (“Arbitrator”) in the Arbitration, as relevant here, found in favor of the Ruskins on their counterclaim against Respondent Carper, and held in the arbitration award (“Final Arbitration Award”) that:

Carper and [the Brokerage] breached the duty of care they owed to the Ruskins pursuant to the listing agreement and an appropriate measure of the damages the Ruskins sustained is the value of the 6% commission paid to [the Brokerage] and Carper totaling \$50,700.00. Accordingly, Carper and [the Brokerage] are jointly responsible for making payment to the Ruskins the amount of \$50,700.00.

See Ex. 22 at p. 5, ¶ 3. The Final Arbitration Award was modified on or about June 26, 2023, when the Arbitrator executed a modification of the Final Arbitration Award to correct typographical errors regarding the address of the South 185th Circle Home. Final Prehearing Order at p. 3 ¶ 2(bb).

On or about June 6, 2023, the Garths filed an action in the District Court of Douglas County (the “District Court”) to Confirm the Arbitration Award. *Id.* at p. 3, ¶ 2(aa). About three weeks later, on or about June 27, 2023, Respondents Carper and the Brokerage filed a motion in the District Court to modify the Final Arbitration Award. *Id.* at ¶ 2(cc). The Final Arbitration Award was confirmed as modified by the District Court of Douglas County, Nebraska in an Order (the “Order”) on July 21, 2023. *Id.* at ¶ 2(dd); Ex. 26. The modifications made by the District Court’s Order were to remove reference to the commission paid by the Ruskins to Respondent Carper and the Brokerage as the “issue of commission as damages” was not before the Arbitrator. *See* Ex. 26 at p.1; *see also* Ex. 25 at p. 2, ¶¶ 9–11. The Arbitrator’s award of damages caused by Respondent Carper’s and the Brokerage’s negligence, or breach of the duty of care, to the Ruskins in the

amount of \$50,700.00 was unchanged. *Id.*; Ex. 22 at p. 5, ¶ 3. The District Court then confirmed the Arbitration Award as modified and entered judgment. Ex. 26 at p. 2, ¶ 3.

ISSUES

Based on the foregoing and testimony to be given at the Hearing, the Complainant Nebraska State Real Estate Commission will show that Respondents violated the following provisions of the Nebraska Real Estate License Act and accompanying regulations. In particular the Complainants will show:

1. Respondent Carper committed unfair trade practices under NEB. REV. STAT. § 81–885.24(16) by violating his duties as the Ruskin’s seller’s agent under NEB. REV. STAT. § 76–2417(1)(a)-(c) and (e) to perform the terms of the written agreement made with the client; exercise reasonable skill and care for the client; promote the interests of the client with the utmost good faith, loyalty, and fidelity; and comply with all requirements of the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act.

2. Respondent Carper committed unfair trade practices under NEB. REV. STAT. § 81–885.24(22) by making substantial misrepresentations regarding the competing offers.

3. Respondent Simmons failed to supervise Respondent Carper as Respondent Carper’s supervising broker. *See* 299 Neb. Admin. Code § 5–003.22.

4. Respondents both demonstrated “negligence, incompetency, or unworthiness to act as a broker or salesperson” under NEB. REV. STAT. § 81–885.24(29) in their actions.

ARGUMENT

The Commission has the “power to revoke or suspend any license if the licensee has been found guilty of any of numerous specified unfair trade practices, including the violation of any rule or regulation promulgated by the commission in the interest of the public, or actions demonstrating unworthiness or incompetency to act as a broker or salesman.” *Haller v. State ex rel. State Real Est. Comm’n*, 198 Neb. 437, 440 (1977). For the reasons stated herein and pursuant to the evidence produced at or prior to the Hearing, the Commission should find Respondent committed the violations alleged in the Complaint and impose upon Respondent the disciplinary measures laid out below.

I. Respondent Carper committed unfair trade practices under NEB. REV. STAT. § 81-885.24(16) by his breaches of the written agreement with the Ruskins, his duty of reasonable skill and care to the Ruskins under the Initial Listing Agreement, and his negligence in handling the negotiation and preparation of the agreements.

A. As an initial matter, Respondent Carper is precluded from relitigating the issues of his breaches of duty.

Issue preclusion, also referred to as collateral estoppel, applies where (1) an identical issue was decided in a prior action, (2) the prior action resulted in a final judgment on the merits, (3) the party against whom the doctrine is to be applied was a party or was in privity with a party to the prior action, and (4) there was an opportunity to fully and fairly litigate the issue in the prior action.

Fraternal Ord. of Police Lodge #88 v. State, 316 Neb. 28, 41 (2024).

i. The issues relating to Respondent's duties as a seller's agent in the Arbitration and before the Commission are identical.

First, the issues as between the Ruskins and Respondent Carper in the Arbitration matter were identical to the issues in this Section I before the Commission: whether Respondent Carper breached the duty of care he owed to the Ruskins pursuant to the written listing agreement between them. *See* Ex. 1 at p. 2; Ex. 22 at pp. 1, 5. Specifically, the Ruskins' crossclaims against Respondent Carper in the Arbitration matter were "contribution/indemnity, negligence, and breach of contract" with the exception of the "contribution/indemnity" claim. *See* Ex. 25 at p. 1, ¶ 2. The "contribution/indemnity" claim is not at issue here and will not be discussed further. The breach of contract claim refers to the Initial Listing Agreement. *See* Ex. 22 at pp. 3-4, ¶¶ I(N)-(O), (Q); Ex. 26 at p. 1-2, ¶ 2.

In this matter, the identical issue is whether Respondent Carper violated certain statutory duties as a sellers' agent for the Ruskins under NEB. REV. STAT. § 76-2417(1). That section provides:

A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of the written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity,

...
(e) To comply with all requirements of sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act[.]

NEB. REV. STAT. § 76–2417(1).

Under the Initial Listing Agreement, as the written agreement with the Ruskins, Respondent Carper also had the following duties:

3. DUTIES AND RESPONSIBILITIES OF BROKER: Broker shall have the following duties and obligations.

a.) To perform the terms of this agreement;
b.) To exercise reasonable skill and care for Seller;
c.) To promote the interest of Seller with the utmost good faith, loyalty and fidelity [.]

...
e.) To comply with the requirements of agency relationships as defined in Neb. Rev. Stat. 76-2401 through 76-2430, the Nebraska Real Estate license act, and any rules or regulations promulgated pursuant to such sections or act[.]

Ex. 8 at p. 1. Note that the duties under the written Initial Listing Agreement are identical to the statutory duties.

ii. The Arbitration matter is a valid and final judgment on the merits.

Arbitration matters confirmed or modified in district court are final judgments. “Upon the granting of an order confirming, modifying, or correcting an [arbitration] award, a judgment or decree shall be entered in conformity therewith and be enforced as any other judgment or decree.”

NEB. REV. STAT. § 25–2615.

Thus, the Final Arbitration Award as modified by the Order of the District Court of Douglas County is a valid and final judgment. That final judgment is that Respondent Carper “breached the duty of care [he] owed to the Ruskins pursuant to the listing agreement[.]” *See* Ex. 26 at p. 2. In support of that final judgment, Respondent Carper was found to be negligent in his representation of the Ruskins. *See* Ex. 22 at p. 5, ¶ 3.

- iii. Respondent Carper was party to both the Arbitration and this matter before the Commission and had every opportunity to litigate the issue of his negligence as to his clients, the Ruskins, in the Arbitration matter.**

The final two elements of issue preclusion are not truly disputed. The Garths filed the Arbitration matter against the Ruskins and against Respondent Carper. *See* Final Prehearing Order at p. 3, ¶ 2(y). The Ruskins filed their crossclaims of “contribution/indemnity, negligence, and breach of contract” against Respondent Carper on or around August 22, 2022. *See* Ex. 25 at p. 1, ¶¶ 2–3. After the Final Arbitration Award, Respondent Carper filed a motion to modify the Final Arbitration Award with the District Court. *See* Final Prehearing Order at p. 3, ¶ 2(cc); *generally* Ex. 25. That motion was only to modify the Final Arbitration Award with regard to language referencing the commission paid to Respondent Carper and did “not affect the merits of the decision upon which the issues were submitted.” Ex. 25 at p. 2. Thus, Respondent Carper is or was a party in each matter and had every opportunity to litigate the issue in the Arbitration matter.

B. Respondent Carper violated his statutory duties as the seller’s agent under NEB. REV. STAT. § 76-2417(1)(a)–(c), (e).

For the reasons stated above, Respondent Carper has been found to have “breached the duty of care [he] owed to the Ruskins pursuant to the listing agreement[,]” (*see* Ex. 26 at p. 2) and been negligent in his representation of the Ruskins (*see* Ex. 22 at p. 5, ¶ 3), and is thus precluded from relitigating the issue of negligence. Because Respondent Carper’s written duties to the Ruskins are identical to his statutory duties, Respondent Carper has also been adjudicated to have violated his duty of care under NEB. REV. STAT. § 76-2417(1). Therefore, the Commission need not make a separate finding of negligence or breach by Respondent Carper.

II. Respondent Carper committed unfair trade practices under NEB. REV. STAT. § 81–885.24(22) by his substantial misrepresentations regarding the escalation clauses he received.

Making substantial misrepresentations is an unfair trade practice under NEB. REV. STAT. § 81–885.24(22). Again, Respondent Carper represented to the Garths’ agent, Wehner, that there was a competing offer for the South 185th Circle Home which also included an escalation clause. Final Prehearing Order at ¶ 2(q)–(r). On April 2, 2022, the Ruskins also received an offer from Katie McDonald (“McDonald”) on the South 185th Circle Home in the amount of \$895,000.00 with an unlimited escalation clause *subject to buyer’s approval*. *Id.* at p. 2, ¶ 2(o). In a text

message from McDonald to Respondent Carper on April 2, 2022, at 7:06 p.m., McDonald indicated to Respondent Carper she would not pay more than \$950,000.00 for the South 185th Circle Home. *See id.* at ¶ 2(p). The Ruskins also received an offer from the McLennans in the amount of \$895,000.00 with an escalation clause subject to buyer's approval. *Id.* at ¶ 2(m).

Around 9:00 p.m. on April 2, 2022, the Ruskins made their Counteroffer to the Garths accepting all the terms and conditions of the Garth Offer and Garth Offer Addendum with a purchase price of \$1,100,011.00 and other certain modifications not relevant here. *Id.* at ¶ 2(s); Ex. 22 at ¶ I(E). In so doing, the Ruskins ratified and reaffirmed their agreement to the Garth Offer Addendum attached to the Garth Offer. Final Prehearing Order at ¶ 2(u). The Garths accepted the Counteroffer and promptly made their \$25,000.00 deposit for the South 185th Circle Home into escrow on April 4, 2022. *Id.* at p. 2, ¶ 2(x); Ex. 22 at ¶¶ I(G)–(H). Over time, the Garths repeatedly demanded proof of a competing offer, but Respondent Carper never provided such proof before the closing date. Final Prehearing Order at pp. 2–3, ¶¶ 2(v)–(w).

Respondent Carper represented to Wehner that there was at least one competing offer to the Garth Offer with an escalation clause. Respondent Carper's failure to produce a competing offer to the Garths as required in the contract between the Garths and the Ruskins is strong evidence he knew the escalation clauses in the McLennans' offer and McDonald's offer, as subject to buyer's approval, would be insufficient to have moved the sale price of the South 185th Circle Home as high as of \$1,100,011.00. Another factual finding of the Arbitrator was that Respondent Carper made "vague, ambiguous, and *misleading* communications about the competing offers were the cause in fact of significant and substantial misunderstandings between the Garths and Ruskins related to the competing offers, the various escalation clauses, and the ultimate price of the property." *See* Ex. 22 at p. 3, ¶ I(N) (emphasis added). Based on this and the evidence to be presented at the Hearing, Respondent Carper made substantial misrepresentations regarding the competing offers.

III. Respondents both committed an unfair trade practice by demonstrating “negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson” under NEB. REV. STAT. § 81–885.24(29).

Under NEB. REV. STAT. § 81–885.24(29), it is an unfair trade practice for a licensee to demonstrate “negligence, incompetency, or unworthiness to act as a broker, associate broker, or salesperson, whether of the same or of a *different character as otherwise specified* in this section[.]” (emphasis added). For the reasons stated below, Respondent has demonstrated negligence, incompetency, or unworthiness to act as an associate broker in Nebraska.

A. Respondent Carper demonstrated negligence under the statute by his breach of his duty of care.

As discussed in Section I of this Brief, Respondent Carper has already been found to be negligent in his representation of the Ruskins in the Arbitration matter. Thus, the Commission should impose such disciplinary measures as it sees fit.

B. Respondent Carper demonstrated incompetence under the statute by his failure to meet requirements for a minimal level of acceptable conduct.

As used in § 81–885.24(29), “incompetence means failure to meet requirements for a minimal level of acceptable conduct.” *Weiner v. State ex rel. State Real Est. Comm’n*, 217 Neb. 372, 372 (1984).

Section 81–885.24 supplies sufficient notice to all real estate brokers about certain, minimal requirements for continued enjoyment of a license, namely, compliance with the statutory prescriptions and proscriptions concerning conduct of real estate brokers. Implicitly contained in the minimal standard for a state licensee’s acceptable conduct is obedience to state law governing a licensee’s practices and activities. . . . [F]ailure to meet the requirements of § 81–885.24 is conduct falling below the statutory standards, and demonstrates incompetence on the part of [a licensee].

Id., at 377.

Here, Respondent demonstrated negligence, incompetency, or unworthiness in that he failed “to meet requirements for a minimal level of accepted conduct.” *See Weiner*, at 376. Respondent’s negligence, incompetency, and unworthiness can be understood in connection with NEB. REV. STAT. § 81–885.12(1), which provides in pertinent part:

Licenses shall be granted only to persons who bear a *good reputation for honesty, trustworthiness, integrity, and competence* to transact the business of broker or salesperson in such manner *as to safeguard the interest of the public* and only after satisfactory proof of such qualifications has been presented to the commission.

See NEB. REV. STAT. § 81–885.12(1) (emphasis added).

C. Respondent Carper’s substantial misrepresentations about the escalation clauses in the offers on the South 185th Circle Home demonstrate unworthiness.

“The word ‘unworthiness,’ in the context [of the real estate profession] here, signifies a lack of those ethical qualities that befit the vocation.” *Wright v. State ex rel. State Real Est. Comm’n*, 208 Neb. 467, 473 (1981) (quoting *Goodley v. N. J. Real Estate Com.*, 29 N.J. Super. 178, 102 A.2d 65 (1954)). See also *Clark v. Tyrrell*, 16 Neb. App. 692, 703–04 (2008) (holding a broker demonstrated unworthiness by allowing his son, also a Nebraska licensee, to represent a buyer in a sale of Iowa real estate without an Iowa license and because the broker held himself out as the buyer’s agent when he was not) (quoting *Wright* at 473 (quoting *Goodley*, 29 N.J. Super. 178, 102 A.2d 65)).

In *Herink v. State ex rel. State Real Est. Comm’n*, the Nebraska Supreme Court upheld the Commission’s one-year suspension of a real estate broker’s license. 198 Neb. 241, 242–43 (1977). There, the broker had induced his clients “to falsify and deliberately withhold information in order to induce” their bank to approve a mortgage loan to the clients so the clients could purchase a home from a company owned entirely by the broker and his family. *Id.* at 241. Based on this factual finding, the Nebraska Supreme Court reversed the district court’s modification of the Commission’s suspension to probation after the first 60 days and held the Commission’s suspension should have been affirmed as it was not arbitrary, capricious, or unreasonable. *Id.* at 241–42.

Here, Respondent similarly demonstrated “unworthiness,” as used in NEB. REV. STAT. § 81–885.24(29) by demonstrating his “lack of those ethical qualities that befit the vocation” in his refusal to provide the competing offers with their escalations clauses showing it was subject to buyer’s approval. See *Wright*, at 472 (quoting *Goodley*, 29 N.J. Super. at 181–82, 102 A.2d at 67).

D. Respondent Simmons has demonstrated “negligence, incompetency, or unworthiness to act as a broker” under Neb. Rev. Stat. § 81–885.24(29) by his failure to supervise Respondent Carper.

“Actions demonstrating negligence, incompetency, or unworthiness under Section 81–885.24(29) of the Nebraska Real Estate License Act shall include but not be limited to the following:

...

“Failure by a designated or employing broker to supervise his or her associate brokers and salespersons.”

299 NEB. ADMIN. CODE § 5–003.22.

As will be proven at the hearing, Respondent Simmons has failed to supervise Respondent Carper.

CONCLUSION

For the reasons stated above and to be shown through evidence at the forthcoming Hearing, the Commission should impose the such sanctions on the Respondents herein as it sees fit.

DATED this 11th day of April 2024.

THE STATE REAL ESTATE
COMMISSION OF THE STATE OF
NEBRASKA, Complainant.

/s/ J.L. Spray

J.L. Spray, #18405

Mattson Ricketts Law Firm

Special Assistant Attorney General

134 S. 13th Street, Suite 1200

Lincoln, NE 68508

(402) 475-8433

jls@mattsonricketts.com

CERTIFICATE OF SERVICE

I hereby certify that on April 12, 2024, I served a true and correct copy of the foregoing document by email and/or by first-class United States mail, postage prepaid on the following parties:

Matthew Ryan Carper, via counsel
Tom Simmons, via Counsel
Mark J. LaPuzza
Pansing, Hogan, Ernst & Buser, LLP
10250 Regency Cir #300
Omaha, NE 68114
Phone: 402-397-5500
Email: mlapuzza@pheblaw.com

Greg Lemon
Samantha Lowery
Nebraska Real Estate Commission
301 Centennial Mall South
P.O. Box 94667
Lincoln, NE 68509-4667
greg.lemon@nebraska.gov
Samantha.Lowery@nebraska.gov

/s/ J.L. Spray

J.L. Spray, #18405
Mattson Ricketts Law Firm
134 South 13th Street, Ste. 1200
Lincoln, NE 68508
Phone: 402-475-8433
Fax: 402-625-0775
Email: jls@mattsonricketts.com

**BEFORE THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

Case No. 2023-004

STATE OF NEBRASKA, *ex rel.*,
THE STATE REAL ESTATE
COMMISSION OF THE STATE
OF NEBRASKA, MARK GARTH, and
PAULA GARTH

Complainants,

v.

MATTHEW RYAN CARPER AND TOM
SIMMONS,

Respondents.

**RESPONDENTS MATTHEW RYAN CARPER AND TOM SIMMONS
PREHEARING BRIEF**

Prepared and Submitted by:

Mark LaPuzza, #22677
Pansing Hogan Ernst & Buser, LLP
10250 Regency Cir., Ste #300
Omaha, NE 68114
(402) 397-5500
mlapuzza@pheblaw.com

INTRODUCTION

This matter comes before the State Real Estate Commission of the State of Nebraska (the "Commission") upon the Complaint of Mark Garth and Puala Garth against Respondents Matthew Carper and Tom Simmons. The underlying Complaint was submitted to the Commission during the pendency of arbitration proceedings between the Garths and James and Lori Ruskin, who were clients of Respondent, Matthew Carper. Matthew Carper and Gold Coast Real Estate, Inc. were also parties to the underlying arbitration. The claims of fraud and vicarious liability brought by the Garths against all parties were denied. In considering the same underlying facts as the arbitration, the Commission is presented with this disciplinary proceeding to consider what, if any, disciplinary action should be taken against Respondents Matthew Carper and Tom Simmons.

FACTS

The facts as presented in Complainants' Hearing Brief generally outline the history of the transactions among the Garths, Ruskins and Respondents. As such, such facts are not repeated here. Capitalized terms and definitions used in Complainants' Hearing Brief are adopted here.

That being the case, one additional relevant provision of the Final Arbitration Award, is relevant for consideration by the Commission. Specifically, the Final Arbitration Award with respect to the claim of the Garths' is as follows:

The Arbitrator DENIES the Garths' claims for fraud and vicarious liability against the Ruskins, Carper and the [Brokerage], but concludes the Purchase Agreement is void and unenforceable, because there as no meeting of the minds as to the purchase price, in light of the failure of the Ruskins to produce evidence of competing offers to support a price of \$1,100,011.00. Because the Purchase Agreement is void and unenforceable, the \$25,000.00 earnest money deposit shall be refunded to the Garths. The Ruskins are directed to execute all necessary documents and releases directing Ambassador Title Services, the party with custody over the earnest deposit, to release to the Garths the amounts paid by the Garths into escrow for the purchase of the Property.
See Ex. 22 at p. 4, ¶1.

ISSUES

In considering the facts above and the evidence and testimony to be presented, the Commission must address the following questions:

1. Did Respondent, Matthew Carper, having been found to have breached the duty of care owed to the Ruskins in the Final Arbitration Award, act in a manner which constitutes an unfair trade practice under Neb. Rev. Stat. §81-885.24(16) or (22)?
2. If so, do such actions rise to the level of justifying a disciplinary ruling against Respondent Matthew Carper and, if so, to what extent?
3. Is there any evidence that Respondent Tom Simmons has demonstrated "negligence, incompetency or unworthiness" to act as a broker under Neb. Rev. Stat. §81-885.24(29) in his oversight of Respondent Matthew Carper.

ARGUMENT

This matter is before the Commission based not upon a complaint of their client, but based upon the complaint of an unsuccessful arbitration Plaintiff who sued the clients of Respondents and the Respondents. Nonetheless, the Commission has been asked by Complainants to use its authority to consider the actions of Respondents Matthew Carper and Tom Simmons with respect to the underlying transaction and determine what, if any, disciplinary action should be taken. Respondents present that the Commission, in full consideration of all facts and circumstances, should find that no action of Respondents rises to a level justifying significant disciplinary action by the Commission.

- I. The Commission is granted broad discretion in consideration of facts and circumstances with respect to disciplinary actions under Neb. Rev. Stat. §81-885.24.**

The disciplinary powers of the Commission are set forth in Neb. Rev. Stat. §81-885.24. The operative language is as follows:

The commission may, upon its own motion, and shall, upon the sworn complaint in writing of any person, investigate the actions of any broker, associate broker, salesperson, or subdivider, may censure the licensee or certificate holder, revoke or suspend any license or certificate issued under the Nebraska Real Estate License Act, or enter into consent orders, and, alone or in combination with such disciplinary actions, may impose a civil fine on a licensee pursuant to section 81-885.10, whenever the license or certificate has been obtained by false or fraudulent representation or the licensee or

certificate holder has been found guilty of any of the following unfair trade practices.

Careful attention must be paid to the use of the terms “may” and “shall” in the proceeding paragraph. “When the word may appears, permissive or discretionary action is presumed. When the word shall appears, mandatory or ministerial action is presumed.” Neb. Rev. Stat. §49-802(1). It is anticipated that Complainant intends to argue that any negative findings of fact or conclusion of law arising from the underlying arbitration necessarily requires disciplinary action by the Commission. In fact, the Commission retains full discretion to determine both whether discipline is appropriate and what, if any, disciplinary action should be taken.

II. The underlying arbitration, litigated on the same underlying facts of this Complaint, determine that Complainants’ allegation of fraud should be denied. Commission is granted broad discretion in consideration of facts and

In their Demand For Arbitration and Statement of Claim, the Garths claimed damages of more than \$140,000.00 related to fraud and misrepresentation alleged to have been perpetrated by the Ruskins and the Respondents. *See* Ex. 16. In addressing such claim, the Final Arbitration Award expressly denied this claim. Rather, the final arbitration award determined that the Purchase Agreement which was purported to have been obtained through fraud was, in fact, not an enforceable agreement at all. The exact language of the Final Arbitration Award is as follows:

The Arbitrator DENIES the Garths’ claims for fraud and vicarious liability against the Ruskins, Carper and the [Brokerage], but concludes the Purchase Agreement is void and unenforceable, because there as no meeting of the minds as to the purchase price, in light of the failure of the Ruskins to produce evidence of competing offers to support a price of \$1,100,011.00. Because the Purchase Agreement is void and unenforceable, the \$25,000.00 earnest money deposit shall be refunded to the Garths. The Ruskins are directed to execute all necessary documents and releases directing Ambassador Title Services, the party with custody over the earnest deposit, to release to the Garths the amounts paid by the Garths into escrow for the purchase of the Property.

See Ex. 22 at p. 4, ¶1.

The allegations made by Complainants in this proceeding continually allege fraud and misrepresentation against the Respondents. In the underlying Final Arbitration Award, it was

instead determined that “Carper and [the Brokerage] breached the duty of care they owed to the Ruskins pursuant to the Listing Agreement.” No element of the Final Arbitration Award reaches any finding that the Respondents violated any obligation to the Garths. Rather, Respondents were able to fulfill all obligations in the Final Arbitration Award by payment to their clients, the Ruskins.

It must be noted that the Ruskins have filed no complaint with the Commission.

The range of the allegations contained in the Garths’ Complaint before the Commission relate to the actions of the Respondents after legal action had been threatened. Complaints include that Respondents rejected offers of settlement, filed motions in District Court and involved their insurance carrier. The Garths have effectively claimed that the Respondents have violated some obligation as licensees by defending the litigation brought against them. There is no provision of applicable law which prevents licensed individuals from utilizing lawful insurance coverage or availing themselves of the rights provided by the legal system and the Commission should take care to avoid creating any implication to the contrary.

The original Complaint of the Garths contains allegations which, ultimately, have fallen into two categories. Those categorized as claiming fraud have been determined in the Final Arbitration Award to have been denied. The Commission is fully empowered to follow that conclusion. Any additional complaints can only be categorized as the Garths expressing frustration that the Respondents refused to settle the ultimately unsuccessful arbitration claim instead of litigating the matter and successfully defeating the Garths’ claims. Neither of these categories provide an appropriate basis for the Commission to levy disciplinary remedies in this case.

III. There is no factual allegation involving Respondent Tom Simmons in the underlying transaction.

The Complaint filed by the Garths makes no allegation against Respondent Tom Simmons related to the exchange of the Garths offer, Garths offer addendum or the counteroffer exchanged on April 2, 2022. Rather, the first reference in the Complaint to a fact involving Respondent Tom Simmons appears to be on Ex. 1 at p. 4, ¶9. After which time, the Garths engaged an attorney. Respondent Tom Simmons’ actions in engaging legal counsel, involving the insurance carrier for the Brokerage and negotiating resolution of this matter represent the

allegations against Respondent Tom Simmons. For the reasons set forth in Section II above, the Commission should not condemn any of those actions.

In the absence of any meaningful factual allegation involving Respondents Tom Simmons, the Commission must not find Respondent Tom Simmons to be deserving of disciplinary action. Any other finding would establish a standard that, even in the absence of any evidence, that any disciplinary action against any associate broker justifies penalizing the designated the designated broker. Establishing strict liability and a presumption of a “negligence, incompetency or unworthiness” should not be a rule established by the Commission.

CONCLUSION

For the reasons stated above, the Commission must consider the case before it in light of the Final Arbitration Award and the facts presented. The Final Arbitration Award concluded that Respondent Matthew Carper breached his duty of care with respect to the Listing Agreement with the Ruskins and the Commission should consider the facts and circumstances surrounding that determination in analyzing what disciplinary action to take with respect to Respondent Matthew Carper. However, litigated and denied allegations of fraud by the Garths should not be the focus of the proceedings. The dissatisfaction of the Garths in the underlying legal process does not create an issue for the Commission here. The claims against Respondent Tom Simmons lack factual specificity and should therefore be dismissed without disciplinary action.

DATED this 16th day of April, 2024.

RESPONDENTS, MATTHEW CARPER AND TOM
SIMMONS

By: 

Mark LaPuzza, #22677

Pansing Hogan Ernst & Buser, LLP

10250 Regency Cir., Ste #300

Omaha, NE 68114

(402) 397-5500

mlapuzza@pheblaw.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing was served upon the parties or their attorneys of record by electronic mail this 16th day of April, 2024, addressed as follows:

J.L. Spray
Mattson Ricketts Law Firm
134 South 13th Street, Ste. 1200
Lincoln, NE 68508
Phone: 402-475-8433
Fax: 402-625-0775
Email: jls@mattsonricketts.com

Greg Lemon, Director
Samantha Lowery, Dep. Director for Enforcement
Nebraska Real Estate Commission
Nebraska State Office Building
301 Centennial Mall South
P.O. Box 94667
Lincoln, NE 68509-4667
greg.lemon@nebraska.gov
Samantha.Lowery@nebraska.gov



