


## **EXHIBIT “2”**



UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA		PROOF OF CLAIM						
Name of Debtor: Ameri-Dream Realty, LLC Case No. 15-10110-LED								
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.								
Name of Creditor (the person or other entity to whom the Debtor owes money or property): <b>Mei-Penh Khuu</b>  Name and address where notices should be sent:  <b>Connaghan Newberry Law Firm</b> <b>7854 W. Sahara Ave.</b> <b>Las Vegas, NV 89117</b>  Telephone number: (702) 608-4232 Email address: <b>tnewberry@cnlawlv.com</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  <b>Filed on:</b> _____  <div style="text-align: center;">  </div>							
Name and address where payment should be sent (if different from above):     Telephone number: Email address:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.   <div style="text-align: center;"> <b>FILED - 00787</b>  <b>District of Nevada</b>  <b>Ameri-Dream, LLC</b> </div>							
<b>1. Amount of Claim as of Date Case Filed: \$ 1,900</b>  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
<b>2. Basis for Claim: Rent and Security Deposit for 2000 Hollywell Street, Las Vegas, NV 89135</b> (See instruction #2)								
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)						
<b>4. Secured Claim (See instruction #4)</b> Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  <table style="width: 100%;"> <tr> <td style="width: 50%;"> <b>Nature of property or right of setoff:</b>             Describe: _____   <b>Value of Property: \$</b> _____   <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable            (when case was filed)         </td> <td style="width: 50%;"> <b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b>            \$ _____   <b>Basis for perfection:</b>            _____   <b>Amount of Secured Claim: \$</b> _____   <b>Amount Unsecured: \$</b> _____         </td> </tr> </table>			<b>Nature of property or right of setoff:</b>  Describe: _____  <b>Value of Property: \$</b> _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim: \$</b> _____  <b>Amount Unsecured: \$</b> _____				
<b>Nature of property or right of setoff:</b>  Describe: _____  <b>Value of Property: \$</b> _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim: \$</b> _____  <b>Amount Unsecured: \$</b> _____							
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>  <table style="width: 100%;"> <tr> <td style="width: 33%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).         </td> <td style="width: 33%;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).         </td> <td style="width: 33%;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).         </td> </tr> <tr> <td> <input checked="" type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).         </td> <td> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).         </td> <td> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).         </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> <b>Amount entitled to priority:</b>  <b>\$ 1,900</b> </div>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input checked="" type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).						
<input checked="" type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).						
*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.								
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								

7. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #8, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. **Signature:** (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Tara D. Newberry

Title: Attorney

Company: Connaghan Newberry Law Firm

Address and telephone number (if different from notice address above):

(Signature)

05-05-15

(Date)

Telephone number: (702) 608-4232

Email address: tnewberry@cnlawlv.com

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.*

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.*

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS:

#### IF BY MAIL:

Ameri-Dream Realty, LLC  
c/o Garden City Group, LLC  
PO Box 10156  
Dublin, OH 43017-3156

#### IF BY HAND OR OVERNIGHT COURIER:

Ameri-Dream Realty, LLC  
c/o Garden City Group, LLC  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017-9306

**THE GENERAL BAR DATE IN THIS CHAPTER 7 CASE IS MAY 14, 2015 AT 4:00PM. (PREVAILING PACIFIC TIME)**



Connaghan | Newberry

Paul R. Connaghan, Esq.  
Tara D. Newberry, Esq.

May 11, 2015

Claims Administrator  
Ameri-Dream Realty, LLC  
c/o Garden City, LLC  
5151 Blazer Parkway, Suite A  
Dublin, OH 43017-9306

Case Name: Ameri-dream Realty LLC  
Case No.: 15-10110-led

Dear Claims Administrator:

Please find enclosed a copy of each proof of claim form, which we request be date-stamped and returned to us in the enclosed self-addressed stamped envelope.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tara D. Newberry'.

Tara D. Newberry, Esq.



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Deposits Statement  
for Proof of Claim  
Case No. 15-10110-LED  
Debtor: Ameri-Dream Realty, LLC  
Creditor: Mei-Penh Khuu

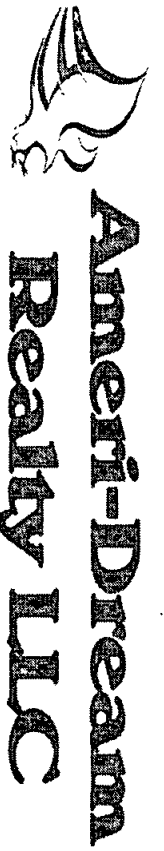
Property Address: 2000 Hollywell St, Las Vegas, NV 89135

Landlord: Mei-Penh Khuu

Tenants: Matthew Kuykendall, Dana Kuykendall

Refundable Deposits:	Security Deposit	\$ 1,500.00
	Key Deposit	\$ 50.00
	Cleaning Deposit	\$ 350.00
<hr/>		
	Total:	\$ 1,900.00

Deposits Statement  
for Proof of Claim



Property Address	2000 Hollywell St, Las Vegas, NV 89135									
2013	Rent	Trash Fee	Total Received	Management Fee	Repair		Deposit to Owner	Year today	Memo	
Jan	\$1,495.00	\$13.00	\$1,508.00	\$104.65			\$1,403.35	\$1,403.35		
Feb	\$1,495.00	\$13.00	\$1,190.00	\$104.65	\$318.00	Refrigerator (by Tenant)	\$1,085.35	\$2,488.70		
Mar	\$1,495.00	\$13.00	\$1,509.00	\$104.65			\$1,404.35	\$3,893.05		
Apr	\$1,495.00	\$13.00	\$1,509.00	\$104.65			\$1,404.35	\$5,297.40		
May	\$1,495.00	\$13.00	\$1,509.00	\$104.65			\$1,404.35	\$6,701.75	End on May 31	
Jun	-	-	-	-			-	\$6,701.75	Moved	
Jul	\$1,495.00	\$14.00	\$1,509.00	\$0.00	\$797.50	Set-up & Agency Fee; Pest Control	\$711.50	\$7,413.25	\$747.5 Setup & Agency; \$50 Pest	
Aug	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$8,817.60		
Sep	\$1,495.00	\$14.00	\$1,509.00	\$104.65	\$137.00	Plumbing; Pool Key by Tenant	\$1,267.35	\$10,084.95	\$110 Plumbing; \$27 Pool	
Oct	\$1,495.00	\$14.00	\$1,509.00	\$104.65	\$45.00	Toilet	\$1,358.35	\$11,443.30		
Nov	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$12,847.65		
Dec	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$14,252.00		
Total:	\$16,445.00	\$149.00	\$16,279.00	\$1,046.50	\$1,297.50		\$14,252.00	\$14,252.00		



**Ameri-Dream  
Realty LLC**

Property Address	2000 Hollywell St, Las Vegas, NV 89135									
2014	Rent	Trash Fee	Total Received	Management Fee	Repair		Deposit to Owner	Year today	Memo	
Jan	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$1,404.35		
Feb	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$2,808.70		
Mar	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$4,213.05		
Apr	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$5,617.40		
May	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$7,021.75		
Jun	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$8,426.10		
Jul	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$9,830.45		
Aug	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$11,234.80		
Sep	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$12,639.15		
Oct	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$14,043.50		
Nov	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$15,447.85		
Dec	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$16,852.20		
Total:	\$17,940.00	\$168.00	\$18,108.00	\$1,255.80	\$0.00		\$16,852.20	\$16,852.20		



**Ameri-Dream  
Realty LLC**

Property Address	2000 Hollywell St, Las Vegas, NV 89135								
2015	Rent	Trash Fee	Total Received	Management Fee	Repair		Deposit to Owner	Year today	Memo
Jan	\$1,495.00	\$14.00	\$1,509.00	\$104.65			\$1,404.35	\$1,404.35	
Feb									
Mar									
Apr									
May									
Jun									
Jul									
Aug									
Sep									
Oct									
Nov									
Dec									
Total:	\$1,495.00	\$14.00	\$1,509.00	\$104.65	\$0.00		\$1,404.35	\$1,404.35	





## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

for

2000 Hollywell St.

Las Vegas, NV 89135

(Property Address)

1 This PROPERTY MANAGEMENT AGREEMENT ("Agreement"), entered into this 25th day of  
 2 June, 2013, by and between Mei-Penh Khuu  
 3 ("Owner") of the property described below ("Property") and  
 4 Ameri-Dream Realty ("Broker"), by and through its authorized  
 5 (Company Name)  
 6 agent Michael Cheung ("Agent") who is duly licensed to manage the Property.  
 7 In consideration of the mutual terms of this Agreement the parties agree as follows:

8  
 9 **1. NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be  
 10 in writing and shall be addressed as follows:

### 11 TO OWNER:

12 Name: Mei-Penh Khuu  
 13 Address: 11426 S Tiger Tail Cr  
 14 Sandy, UT 84094  
 15 Phone: (801) 209-2028  
 16 Fax:  
 17 Email:

### 12 TO BROKER:

Company Name: Ameri-Dream Realty  
 Address: 4875 W Nevso Dr.  
Las Vegas, NV 89103  
 Phone: (702) 480-7234  
 Fax: (702) 991-2300  
 Email: realtormikecheung@yahoo.com

20 All notices shall be faxed or emailed and sent by regular mail. Notices shall be effective as of the date the notice is  
 21 faxed and mailed (whichever is later).

### 22 2. EMPLOYMENT OF MANAGING BROKER

23  
 24 **(A) Employment and Acceptance.** Owner employs Broker as the sole exclusive Agent of Owner to lease and  
 25 manage the Property (which includes listing the Property for lease and securing a tenant), upon the terms and  
 26 conditions provided herein. Broker accepts the employment and shall furnish the services of the organization for the  
 27 management of the Property. Owner shall pay all of the expenses in connection with this service described herein.  
 28 Owner understands and agrees that Broker's services will be performed through one or more authorized agents, and  
 29 any reference to Broker in this Agreement includes such authorized agents.

30  
 31 **(B) Relationship of Broker to Owner.** The relationship of the parties to this Agreement shall be that of  
 32 principal and agent, and all duties to be performed by Broker under this Agreement shall be on behalf of Owner, in  
 33 Owner's name and for Owner's account. In taking any action under this Agreement, Broker shall be acting only as  
 34 agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any  
 35 other relationship between the parties or as requiring Broker to bear any portion of losses arising out of or connected  
 36 with the ownership or operation of the Property. Broker shall not at any time during the period of this Agreement be  
 37 considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as  
 38 expressly set forth in this Agreement, except that Broker is authorized to act with such additional power as may be  
 39 necessary to carry out the spirit and intent of this Agreement. Broker, under this Agreement, shall not be responsible  
 40 for delays in the performance of any obligation unless there is an intentional delay caused by Broker or its agents and  
 41 employees.

42  
 43 **(C) Description of the Property.** The Property to be managed under this Agreement is commonly known as  
 44 2000 Hollywell St., APN 164-02-713-069, as more fully  
 45 described on Exhibit 1 attached hereto.

Property Address: 2000 Hollywell St., Las Vegas, NV 89135

Residential Property Management Agreement Rev. 11/11

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Ameri-Dream Realty 4875 W Nevso Dr Las Vegas, NV 89103  
Michael CheungAuthorized Agent for Broker me Owner mpk Owner mpk

Phone: (702) 476-5883

Fax: (702) 876-4304

Mei-Penh Khuu

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(D) **Term.** The term of this Agreement shall be for an initial period of 1 years (the "initial term") beginning on July 1, 2013 and ending June 30, 2014. Unless earlier terminated as provided in Section 20 herein, the Agreement will renew annually for successive periods of one (1) year each, unless either party gives the other 30 days written notice of non-renewal.

**3. BROKER COMPENSATION AND EXPENSES.** As compensation for the services rendered by Broker under this Agreement (and exclusive of reimbursement of the expenses to which Broker is entitled hereunder), Owner shall pay Broker as follows:

(A) **Management Services.** Broker shall be paid the greater of \$ N/A per month or 7.000 % of the monthly gross collected rents. Payments due Broker for periods of less than the scheduled rental periods shall be prorated.

(B) **Leasing Fee.** For the procurement of a Tenant(s) for whom a lease is signed, Broker shall be paid a leasing fee as follows: \$ N/A - OR - 50.000 % of the first month's rent - OR - N/A % of the annual rent.

(C) **Set-Up Fee.** For entering the Property into Broker's property management system, Broker shall be paid a one time, non-refundable fee of \$ N/A.

(D) **Referral Commission.** Owner also authorizes payment of an MLS referral commission to the referring broker not to exceed \$ N/A. Owner understands and agrees that such commission will be paid to any real estate Broker (including Broker's leasing staff) who brings a qualified tenant that results in a signed lease.

(E) **Lease Renewals.** For Lease renewals, Broker shall be paid a leasing fee of \$ N/A - OR - N/A % of the monthly rent - OR - N/A % of the annual scheduled rent.

(F) **Advertising.** Owner agrees to pay in advance for any and all advertisements placed on Owner's behalf. Unless specified by Owner, Owner agrees that advertising (including choice of media) is in the Broker's discretion.

(G) **Selling Commission.** If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Broker shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of N/A % of the selling price. If, within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market, (Select one):

Owner may list the Property with a Broker of his/her choosing;

- OR -

Owner shall list the Property with Broker for a fee of \_\_\_\_\_ %, subject to a separate listing agreement.

Owner Initials [          ] [          ]

(H) **Interest on Unpaid Sums.** Any sums due Broker under the terms of this Agreement, and not paid within 30 days after such sums have become due, shall bear interest at the rate of 12% per annum.

(I) **Extraordinary Services.** An hourly fee of \$ N/A per hour shall be paid to Broker for all necessary or requested tasks not considered normal management duties.

(J) **Termination Fees.** Additional fees may be due upon Termination of this Agreement pursuant to Section 20 herein.

(K) **Collection Fees.** In the event that Broker institutes any action for the collection of amounts due and payable hereunder, Owner shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorney's fees incurred by Broker in connection with collecting under this Agreement.

Property Address: 2000 Hollywell St., Las Vegas, NV 89135

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Authorized Agent for Broker Jul Owner myk Owner

1 **4. BANK ACCOUNTS**

2  
3 (A) **Trust Accounts.** Broker shall establish a separate Trust Account, apart from any company or corporate  
4 account, for the deposit of collected receipts in an institution whose deposits are insured by the federal government.  
5 Such depository shall be selected by Broker. Designated funds relating to the Property in the Trust Account remain  
6 the property of Owner subject to disbursement of expenses by Broker as described in this Agreement. Any interest  
7 accrued on this account will be retained by Broker. Broker shall notify Owner if a new reserve amount is required.

8  
9 (B) **Initial Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall remit to  
10 Broker the sum of \$ N/A as a reserve. Owner shall maintain the reserve stated above at all times  
11 in the Trust Account to enable Broker to pay the obligations of Owner under this Agreement as they become due.  
12 Broker shall notify Owner if additional funds are required.

13  
14 (C) **Security Deposit Trust Account.** Broker shall maintain a separate Security Deposit Trust Account for  
15 security deposits, cleaning, pet, and key and other deposits.

16  
17 **5. COLLECTION OF RENTS AND OTHER RECEIPTS**

18  
19 (A) **Broker's Authority.** Broker shall collect all rents, charges and other amounts receivable on Owner's  
20 account in connection with the management and operation of the Property. Such receipts shall be deposited in the  
21 Trust Account maintained by Broker for the Property.

22  
23 (B) **Special Charges.** If permitted by applicable law, Broker may collect from the tenants and retain any and or  
24 all, but not limited to the following: an administrative charge for late payment of rent, a charge for returned or  
25 non-negotiated checks, interest and a rental application fee.

26  
27 (C) **Security Deposit Trust Account.** Broker shall collect a security deposit and deposit it into the Trust  
28 Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall  
29 be retained by Broker.

30  
31 **6. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS**

32  
33 (A) **Operating Expenses.** From the Trust Account, Broker is hereby authorized to pay or reimburse itself  
34 for all expenses and costs of operating the Property and for all other sums due Broker under this Agreement,  
35 including Broker's compensation.

36  
37 (B) **Debt Service.** Owner shall give Broker advance written notice of at least 30 days to make any additional  
38 monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance  
39 premiums) out of Owner's proceeds from the Property. If Owner notifies Broker to make such payments after the  
40 beginning of the term of this Agreement, Broker shall have the authority to name a new contingency reserve amount,  
41 and Owner shall maintain this new contingency reserve amount at all time in the Trust Account.

42  
43 (C) **Net Proceeds.** To the extent that funds are available and after maintaining the cash contingency reserve  
44 amount as specified in Section 3(b), Broker shall transmit the cash balances to Owner monthly.

45  
46 **7. BROKER IS NOT REQUIRED TO ADVANCE FUNDS.** If the balance of the Trust Account is at any time  
47 insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after notice, remit to Broker  
48 sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Broker be required to  
49 use its own funds to pay such disbursements, nor shall Broker be required to advance any monies to Owner or to the  
50 Trust Account. If Broker advances any monies in connection with the Property to pay any Owner expense, Owner  
51 shall reimburse Broker, including interest at a rate of 12% per annum, and Broker may deduct such amounts from any  
52 monies due Owner.

Property Address: 2000 Hollywell St., Las Vegas, NV 89135

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Authorized Agent for Broker me Owner mpk Owner me

## 1 8. FINANCIAL AND OTHER REPORTS

2

3 (A) **Owner/IRS Relationship.** Owner is required to file all required Internal Revenue Service (IRS) forms and  
4 meet all IRS requirements. Owner agrees to provide Broker with appropriate IRS forms (e.g., W-9) before any funds  
5 are disbursed to Owner.

6

7 (B) **Reports.** Broker shall furnish Owner with a statement of cash receipts and disbursements from the  
8 operation of the Property monthly. In addition, Broker shall, on a mutually acceptable schedule, prepare and submit  
9 to Owner such other reports as are agreed on by both parties. Broker shall submit as required by the IRS at the  
10 conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

11

## 12 9. LEASING AND RENTING

13

14 (A) **Authority.** Broker is authorized to negotiate, prepare and sign all leases, including all renewals and  
15 extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the  
16 Property Trust Account. Leases are to be written on Broker's standard lease form.

17

18 (B) **Enforcement of the Leases.** Broker is authorized to institute, in Owner's name, all legal actions or  
19 proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for  
20 the eviction or dispossession of the tenants or other persons from the Property. Broker is authorized to sign and serve  
21 such notices as Broker deems necessary for lease enforcement, including the collection of rent or other income. If  
22 Broker deems it necessary, Broker may retain an attorney of Broker's choice (unless Owner supplies Broker with the  
23 name of Owner's attorney). Owner shall pay all attorneys fees and court costs.

24

25 (C) **Management/Maintenance Review.** Broker shall make management/maintenance reviews of the Property  
26 at the time of occupancy, when the tenant vacates and at such other times as Broker feels necessary or advisable and  
27 report matters concerning the condition of the Property to Owner. In the event of vacancy, Broker will take  
28 reasonable precautions to secure the Property.

29

30 (D) **Keybox.** Owner [ X ] (does) -OR- [      ] (does not) authorize Broker to install a keybox in connection  
31 with the showing of the Property when necessary. Owner acknowledges that they have been advised that:

32 a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of the  
33 Multiple Listing Service (MLS) of the Greater Las Vegas Association of REALTORS®, including certified  
34 appraisers;

35 b. Owner should safeguard Personal Property and valuables located within the Property;

36 c. It is not a requirement of the GLVAR's MLS for an Owner to allow the use of a keybox;

37 d. Where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required, which shall be  
38 obtained by Broker;

39 e. Neither Broker, a prospective tenant's Broker, nor the GLVAR is an insurer against the loss of Personal  
40 Property. Owner hereby releases Brokers and the GLVAR from any responsibility relating to the keybox.

41

42 10. **MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS  
43 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided  
44 to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and  
45 Regulations and Section 11 herein, unless Owner signs Instructions to Exclude. Broker is authorized to cooperate  
46 with other real estate Brokers, and to report the lease, its price and terms for the publication, dissemination,  
47 information and use by authorized Association members, MLS Participants and Subscribers.

48

49 11. **OWNER OPT OUTS:** Owner further understands and acknowledges that MLS will disseminate the Property's  
50 listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as  
51 online providers such as realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public.  
52 Some, but not all, of these websites may include a commentary section where consumers may include reviews and  
53 comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments.  
54 In addition, some, but not all, of these websites may display an automated estimate of the market value of the

Property Address: 2000 Hollywell St., Las Vegas, NV 89135

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Authorized Agent for Broker                      Owner



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1 Property in immediate conjunction with the listing, or provide a link to the estimate. Owner may opt-out of any of the  
 2 following by initialing the appropriate space(s) below:


3  
 4 a. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want the listed Property to be displayed on  
 5 the Internet (the listing will not appear on any Internet site). In selecting this option, Owner understands that  
 6 consumers who conduct searches for listings on the Internet will not see information about the listed property in  
 7 response to their search. (Reminder to Broker: if this section is initialed, you must fax this page to the MLS at (702)  
 8 732-3154.)

9  
 10 b. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want the address of the listed Property  
 11 to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will  
 12 not appear in conjunction with the listing). (Reminder to Broker: if this section is initialed, you must fax this page to  
 13 the MLS at (702) 732-3154.)

14  
 15 c. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a commentary section displayed or  
 16 linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the owner).

17  
 18 d. \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an automated estimate of  
 19 value displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the  
 20 request of the owner).

21  
 22 —OR—

23  
 24  Owner does NOT opt out of any of the above.

25  
 26 **12. REASONABLE MAINTENANCE AND REPAIR**

27  
 28 (A) **Ordinary/Emergency Maintenance Repair.** Broker shall make or cause to be made, through contracted  
 29 services, employees or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property  
 30 in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with  
 31 lease requirements, governmental regulations or insurance requirements. Any cost exceeding \$ 200.00  
 32 must be approved by Owner in advance except that in an emergency where repairs are immediately necessary for the  
 33 preservation and safety of the Property, to avoid the suspension of any essential service to the Property, to avoid  
 34 danger or life of property, or to comply with federal, state or local law; such emergency repairs shall be made by  
 35 Broker at Owner's expense without prior approval.

36  
 37 (B) **Smoke Detectors.** At Owner's expense, smoke detectors will be installed on the Property in working  
 38 condition in accordance with the law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's  
 39 responsibility to maintain all smoke detectors.

40  
 41 **13. UTILITIES AND SERVICES.** Owner shall, in Owner's name and at Owner's expense, make contracts for  
 42 electricity, gas or water and such other services as necessary or prudent for the operation of the Property. All utility  
 43 charges and deposits shall be Owner's responsibility. Owner authorizes Broker to communicate with the respective  
 44 utility companies and service providers and make changes to services as Broker deems necessary during the term of  
 45 this Agreement.

46  
 47 **14. INSURANCE.**

48  
 49 (A) **Owner's Insurance.** Owner shall obtain and keep in force adequate insurance against damage and against  
 50 liability for loss, damage or injury to property or persons which might arise out of the occupancy, management,  
 51 operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's  
 52 expense. Broker shall be named as an additional interest on all liability insurance maintained with respect to the  
 53 Property. Liability insurance shall be in form, substance and amounts reasonably satisfactory to Broker, but not less  
 54 than \$500,000 (five hundred thousand dollars). Owner shall provide Broker with proof of fire insurance policies in  
 55 force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Broker with a certificate

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Authorized Agent for Broker mc Owner mpk Owner

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Mei-Ping Khau

1 evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this  
 2 Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Broker as well as Owner  
 3 and shall require a minimum of 30 days written notice to Broker before any cancellation of or changes to such  
 4 policies.

5  
 6 (B) **Tenant's Insurance.** Tenants X (shall) -OR- \_\_\_\_\_ (shall not) be required to obtain renter's insurance.  
 7

8 **15. SAVE HARMLESS.** Owner shall indemnify, defend and save Broker harmless from all loss, investigation,  
 9 suits, damage, cost, expense (including attorneys fees) liability or claims for personal injury or property damage  
 10 incurred or occurring in, on or about the Property.  
 11

12 **16. BROKER ASSUMES NO LIABILITY.** Broker assumes no liability for any damages, losses, or acts of  
 13 omission by the Tenant. Broker assumes no liability for any acts or omissions of Owner or previous Owners or  
 14 previous brokers. Broker assumes no liability for default by any tenant. Broker assumes no liability for violations of  
 15 environmental or other regulations which may become known during the term of this Agreement. Any such  
 16 regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner, and Owner shall  
 17 promptly cure them. Broker shall not be liable in the event of bankruptcy or failure of the depository bank where  
 18 Owner's funds are deposited.  
 19

20 **17. OWNER'S RESPONSIBILITY FOR EXPENSES OF LITIGATION.**

21  
 22 (A) **Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses in connection  
 23 with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit  
 24 reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of  
 25 race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes;  
 26 provided, however, that Owner shall not be responsible to Broker for any such expenses if Broker is finally adjudged  
 27 in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in  
 28 this Agreement shall obligate Broker to employ legal counsel to represent Owner in any such proceeding or suit.  
 29

30 (B) **Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Broker in obtaining legal advice  
 31 regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of  
 32 Broker, Owner shall pay an apportioned amount of such expense.  
 33

34 **18. REPRESENTATIONS**

35  
 36 (A) **Owner Representations.** Owner represents and warrants that Owner has full power and authority to  
 37 enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed  
 38 tenant leases, copies of which have been furnished to Broker; that there are no recorded easements, restrictions,  
 39 reservations or rights of way which adversely affect the use of the Property for the purposes intended under this  
 40 Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have  
 41 been secured and are current; that the building and its construction and operation do not violate any applicable  
 42 statutes, laws, ordinances, rules, regulations, orders or the like; and that the information supplied by Owner is  
 43 dependable and accurate. **OWNER REPRESENTS THAT ANY LOANS, NOTES, MORTGAGES, TAXES,**  
 44 **DUES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS;** and that any future  
 45 defaults on any loans, mortgages, dues or trust deeds will be reported to Broker within 14 business days of Owner's  
 46 receipt of notice of default (which commences foreclosure proceedings). **OWNER UNDERSTANDS THAT**  
 47 **OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN FORECLOSURE**  
 48 **PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE**  
 49 **PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.**

50 Owner Initials: [ mpk ] [ \_\_\_\_\_ ]  
 51

52 (B) **Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a party to  
 53 this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or  
 54 suggests the amount of compensation for any service rendered pursuant to this Agreement.

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19. **COMMON INTEREST COMMUNITY.** If the Property is located within a Common Interest Community (CIC), Owner understands and agrees that Broker is not involved in and has no control over the CIC. **OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED.** Broker assumes no liability for any costs associated with a Tenant's move-out. Broker assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations and fines/fees payable to the CIC, and agrees to reimburse Broker for any such assessments, fines or fees which Broker may pay on Owner's behalf. Any subsequent and separate notice which identifies Broker as Owner's property manager will not affect the terms of this Section.

Owner Initials [ mpk ] [        ]

## 20. TERMINATION

(A) **Early Termination.** This Agreement may be terminated by Owner before the termination date specified in Section 2(d) by written notice to Broker not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement or this Agreement, whichever is greater. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Broker to transfer files and documents to a succeeding management company, Owner will pay Broker a transfer fee of \$ 500.00. This Agreement may be terminated by Broker before the termination date specified in Section 2(d) upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Broker all monies due under this Agreement. Should this Agreement be terminated by either party prior to leasing the Property, Broker is entitled to retain the Set-Up Fee, and Owner shall reimburse Broker for the actual cost of any expenses incurred relative to the Property. If Owner terminates this Agreement prior to leasing the Property, Owner agrees to pay a cancellation fee of \$ 500.00.

(B) **Owner Responsible for Payments.** Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding costs incurred by Broker under this Agreement. Broker may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Broker shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Broker with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. If, after termination, Broker receives funds which are payable to the Owner, Broker may deduct an administration fee of \$ 500.00 -OR- N/A %, whichever is greater, before delivering the balance of the funds to the Owner. Owner Initials [ mpk ] [        ]

(C) **Leasing Fee Survives.** In addition to the amounts specified in paragraph A of this Section, if Owner terminates this Agreement before the termination date in Section 2(d) and/or before the Property is leased, and within N/A calendar days of the termination the Property is leased to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the termination, Broker shall be paid the Leasing Fee set forth in Section 3(b). This paragraph C shall not apply if Owner enters into a valid property management agreement with another licensed real estate Broker after termination of this Agreement.

21. **INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Broker shall survive any termination. If Broker becomes involved in any proceeding or litigation by reason of having been Owner's Broker, such provisions shall apply as if this Agreement were still in effect.

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1 22. MISCELLANEOUS

2  
3 (A) **Rights Cumulative; No Waiver.** The exercise of any right or remedy provided in this Agreement shall  
4 not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this  
5 Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement,  
6 or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or  
7 remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised  
8 from time to time and as often as may be deemed expedient by the party exercising such right or remedy.

9  
10 (B) **Agreement to Mediate.** All parties agree to engage in mediation through the Greater Las Vegas Association  
11 of REALTORS® prior to commencing any legal action. In any action or proceeding involving a dispute between the  
12 parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs  
13 and reasonable attorneys fees to be determined by the court or arbitrator.

14  
15 (C) **Headings.** All headings and subheadings in this Agreement and in the accompanying List of Provisions  
16 are inserted only for convenience and ease of reference and are not to be considered in the construction or  
17 interpretation of any provision of this Agreement.

18  
19 23. **APPLICABLE LAW AND PARTIAL INVALIDITY.** The interpretation of this Agreement shall be governed  
20 by the laws of the State of Nevada. Any action arising under this Agreement shall be brought in state court in the  
21 county where the Premises are located. If any part of this Agreement shall be declared invalid or unenforceable by a  
22 court of competent jurisdiction, either party shall have the option to terminate this Agreement by written notice to the  
23 other party.

24  
25 24. **COMPLETE AGREEMENT.** This Agreement shall be binding upon the parties, and each of their respective  
26 heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the  
27 parties. There are no warranties or representations not herein contained.

28  
29 25. **SIGNATURES:** This Agreement may be signed by the parties manually or digitally and on more than one copy,  
30 which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be  
31 accepted as original.

32  
33  
34  
35  
36  
37  
38  
39 [This space left intentionally blank.]  
40  
41  
42  
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51

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26. **FOREIGN INVESTMENTS IN REAL PROPERTY TAX (FIRPTA).** Pursuant to the Internal Revenue Code Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or foreign corporation, Broker will require a written statement from either a CPA or U.S. Tax Attorney. Owner \_\_\_\_\_ (is)-OR- X (is not) a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

27. **ADDITIONAL TERMS:**

N/A

BROKER: Ameri-Dream Realty

(Company Name)

By:

Authorized Agent for Broker

Michael Cheung

Date

7/5/13

Owner Signature

Date

Printed Name: Mei-Penh Khuu

By:

Broker

John Brown

Date

Owner Signature

Date

Printed Name: \_\_\_\_\_

Property Address: 2000 Hollywell St., Las Vegas, NV 89135

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## EXHIBIT 1

## PROPERTY INFORMATION

Owner Name: Mei-Penh KhuuProperty Address: 2000 Hollywell St.Las Vegas, NV 89135APN: 164-02-713-069

Existing Tenant (if any):

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Acceptable Rental Rate/Month: Minimum: \$ \_\_\_\_\_ Maximum: \$ \_\_\_\_\_

Acceptable Lease Term: Minimum: \_\_\_\_\_ Years / Maximum: \_\_\_\_\_ Years

Will pets be considered? Yes ☐ -OR- No ☒ (If yes, Tenant must complete Application for Pet Approval.)Will smoking be permitted in the unit? Yes ☐ -OR- No ☒Will Section 8 be considered? Yes ☐ -OR- No ☐

As applicable:

CBU &amp; Mail Box Number: \_\_\_\_\_

Parking Space Number: \_\_\_\_\_

Gate Code: \_\_\_\_\_

Alarm Code: \_\_\_\_\_

Property Address: 2000 Hollywell St., Las Vegas, NV 89135

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Mei-Penh Khuu

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**DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE***This form does not constitute a contract for services nor an agreement to pay compensation.*

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

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

Licensee: The licensee in the real estate transaction is <u>Michael Cheung</u>	
whose license number is <u>61933</u>	The licensee is acting for [client's name(s)] <u>Mei-Penh Khuu</u>
who is/are the <input checked="" type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant.	
Broker: The broker is <u>John Brown</u> , whose	
company is <u>AmeriDream Realty</u>	

**Licensee's Duties Owed to All Parties:**

A Nevada real estate licensee shall:

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

**Licensee's Duties Owed to the Client:**

A Nevada real estate licensee shall:

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

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

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

Licensee Acting for Both Parties: You understand that the licensee (Client Init) may or (Client Init) may not, in the future act

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

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
<u>Mei-Penh Khuu</u> 7-5-13					
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

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Revised 10/25/07Ameri-Dream Realty 4875 W Nevada Dr Las Vegas, NV 89103  
Phone: (702)876-5881

Fax: (702)876-3304

Michael Cheung

Mei-Penh Khuu

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**CONSENT TO ACT***This form does not constitute a contract for services nor an agreement to pay compensation.***DESCRIPTION OF TRANSACTION:** The real estate transaction is the ☐ sale and purchase or ☒ lease of  
Property Address: 2000 Hollywell St.Las Vegas, NV 89135

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

Licensee: The licensee in this real estate transaction is Michael Cheung ("Licensee") whose  
license number is 61933 and who is affiliated with AmeriDream Realty ("Brokerage").

Seller/Landlord Mei-Penh Khuu  
Print Name

Buyer/Tenant \_\_\_\_\_  
Print Name

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

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

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

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

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

**CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT**

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

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
<u>Mei-Penh Khuu</u>	<u>7/5/13</u>				
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time
Mei-Penh Khuu					
Seller/Landlord	Date	Time	Buyer/Tenant	Date	Time

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Revised 05/01/05

Ameri-Dream Realty 4875 W Nevada Dr Las Vegas, NV 89103  
Phone: (702)876-5881

Fax: (702)876-3304

Michael Cheung

Mei-Penh Khuu

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**RESIDENTIAL LEASE AGREEMENT**

for

**2000 Hollywell St.  
Las Vegas, NV 89135**

(Property Address)

1. This AGREEMENT is entered into this 25th day of June, 2013 between2 Mei-Penh Khun, ("LANDLORD") legal owner of the property through the Owner's  
3 BROKER, Ameri-Dream Realty, ("BROKER") and4 Tenant's Name: Matthew Kuykendall Tenant's Name: \_\_\_\_\_6 Tenant's Name: Dana Kuykendall Tenant's Name: \_\_\_\_\_

8 (collectively, "TENANT"), which parties hereby agree to as follows:

10 2. SUMMARY: The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
15 Rent: From <u>07/01/2013</u> , To <u>07/31/2013</u>	\$ <u>1,495.00</u>	\$ _____	\$ <u>1,495.00</u>
16 Security Deposit	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>	\$ _____
17 Key Deposit	\$ <u>50.00</u>	\$ _____	\$ <u>50.00</u>
18 Admin Fee/Credit App Fee (Non-refundable)	\$ <u>45.00</u>	\$ _____	\$ <u>45.00</u>
19 Pet Deposit	\$ _____	\$ _____	\$ _____
20 Cleaning Deposit	\$ <u>350.00</u>	\$ _____	\$ <u>350.00</u>
21 Last Month's Rent Security	\$ _____	\$ _____	\$ _____
22 CIC Registration	\$ _____	\$ _____	\$ _____
23 Utility Proration	\$ _____	\$ _____	\$ _____
24 Sewer/Trash Proration	\$ <u>14.00</u>	\$ _____	\$ <u>14.00</u>
25 Other _____	\$ _____	\$ _____	\$ _____
26 Other _____	\$ _____	\$ _____	\$ _____
27 Other _____	\$ _____	\$ _____	\$ _____
28 Other _____	\$ _____	\$ _____	\$ _____
29 TOTAL	\$ <u>3,454.00</u>	\$ <u>1,500.00</u>	\$ <u>1,954.00</u>

30 (Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

31 3. ADDITIONAL MONIES DUE: 1) Trash services account is kept by owner's name.  
 32 Tenants agree to reimburse \$14.00 per month with rent to owner. Total:  
 33 \$1,509.00 per month.

34 4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms  
 35 and conditions of the lease, the Premises known and designated as 2000 Hollywell St., Las Vegas, NV  
 36 89135 consisting of Single Family Home ("the Premises").

37 5. TERM: The term hereof shall commence on July 1, 2013 and continue until  
 38 June 30, 2014, for a total rent of \$ 17,940.00, then on a month-to-month basis  
 39 thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice  
 40 delivered by certified mail (all calculation based on 30 day month).

41 6. RENT: TENANT shall pay rent at the monthly rate of \$ 1,495.00, in advance, on the 1st day  
 42 of every month beginning the 1st day of August, 2013 and delinquent after  
 43 the 3rd. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

Residential Lease Agreement Rev. 05/12

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Ameri-Dream Realty 4515 W. Nemo Dr Las Vegas, NV 89103  
Michael CleungLandlord [Signature]Tenant [Signature]Tenant [Signature]Tenant [Signature]Property: 2000 Hollywell St.

Phone: (702) 876-5831

Fax: (702) 876-3304

Mei-Penh Khun

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7. **PLACE OF PAYMENTS:** TENANT shall make all payments payable to Ameri-Dream Realty  
and shall mail such payments to: 4875 W Nevada Dr., Las Vegas NV 89103  
-or- Tenant hand deliver such payments to  
4875 W Nevada Dr., Las Vegas NV 89103 during normal business hours.

8. **ADDITIONAL FEES:**

A. **LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of  
\$ 50.00 plus \$ 10.00 per day for each day after 5 days that the sum was due.

B. **DISHONORED CHECKS:** A charge of \$ 50.00 shall be imposed for each dishonored  
check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all  
costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored,  
TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds.  
Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if  
TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is  
aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon  
insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. **ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall  
become additional rent. Payments will be applied to charges which become rent in the order accumulated. All  
unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills,  
utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning  
of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the  
initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as  
a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the  
right to exercise any other rights and remedies under this Agreement or as provided by law.

9. **SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a  
Security Deposit the sum stated in paragraph 2. TENANT shall not apply the Security Deposit to, or in lieu of,  
rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any  
reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement.  
Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of  
termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the  
Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized  
accounting of the disposition of the Security Deposit within thirty (30) days of termination. TENANT agrees, upon  
termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the  
accounting and any refund.

10. **TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset  
administration and bookkeeping fees.

11. **EVICITION COSTS:** TENANT shall be charged an administrative fee of \$ 500.00 per eviction  
attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal  
notices and all related fees according to actual costs incurred.

12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

<u>2</u> Door key(s)	<u>2</u> Garage Transmitter(s)	<u>      </u> Other(s)
<u>1</u> Mailbox key(s)	<u>0</u> Gate Card(s)	<u>      </u> Other(s)
<u>0</u> Laundry Room key(s)	<u>0</u> Gate Transmitter(s)	<u>      </u> Other(s)

Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.  
The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or  
Landlord's BROKER.



13. **CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. **OCCUPANTS:** Occupants of the Premises shall be limited to 3 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises: Kimber Kuykendall (Daughter - age 3)

15. **GUESTS:** The TENANT agrees to pay the sum of \$ 25.00 per day for each guest remaining on the Premises more than 30 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 90 days.

16. **UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner:

Electricity <u>T</u>	Trash <u>T</u>	Phone <u>T</u>	Other <u>N/A</u>
Gas <u>T</u>	Sewer <u>O</u>	Cable <u>T</u>	Other _____
Water <u>T</u>	Septic <u>N/A</u>	Association Fees <u>0</u>	

a. TENANT is responsible to connect the following utilities in TENANT'S name: The above marked "T"

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly: N/A

c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets.

d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith.

e. Other: N/A

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture at [www.agri.nv.gov](http://www.agri.nv.gov).

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 0 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

**19. RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:

TENANT shall not conduct nor permit any work on vehicles on the premises.

**20. ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

**21. DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT. LANDLORD may pursue any and all legal and equitable remedies available.

**22. ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

**23. NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises at the expiration of this Agreement. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10.000 %.

**24. TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT's property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises.

**25. EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Mike Cheung, Tel: 702-876-5881, Cell 702-480-7234 Email: realtormikacheung@yahoo.com, cckong11@yahoo.com

**26. MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 100.00. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs.





1 29. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners  
 2 association planned unit development, condominium development ("the Association") or such, TENANT hereby  
 3 agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations)  
 4 of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by  
 5 himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation  
 6 of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an  
 7 addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph,  
 8 TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's  
 9 expense, shall provide TENANT with any additions to such Governing Documents as they become available.  
 10 LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations  
 11 governing use of the Premises and of the common areas (if any). [ ] [ ] [ ] [ ]

12  
 13 30. **INSURANCE:** TENANT X is -OR-    is not required to purchase renter's insurance. LANDLORD and BROKER  
 14 shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or  
 15 injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in  
 16 common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for  
 17 damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even  
 18 if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that  
 19 TENANT purchase renter's insurance.

20  
 21 31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or  
 22 maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public  
 23 nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty  
 24 of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building,  
 25 health or safety codes or regulations may be reported to the government entity in our local area such as the code  
 26 enforcement division of the county/city government or the local health or building departments.

27  
 28 32. **ADDITIONAL RESPONSIBILITIES:**

29  
 30 a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written  
 31 permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

32  
 33 b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is  
 34 prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single  
 35 family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and  
 36 within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue  
 37 equipment is generating heat.

38  
 39 c. The Premises    have -OR- X have not been freshly painted. If not freshly painted, the Premises  
 40 X have -OR-    have not been touched up. TENANT will be responsible for the costs for any holes or  
 41 excessive dirt or smudges that will require repainting.

42  
 43 d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than   3    
 44 business days of vacating the Premises.

45  
 46 e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and  
 47 provides LANDLORD with a workable key for each new or changed lock.

48  
 49 f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint  
 50 and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this  
 51 agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If  
 52 TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to  
 53 have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an  
 54 assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will

- 1 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then  
 2 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of  
 3 termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was  
 4 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)  
 5  
 6 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a  
 7 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to  
 8 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.  
 9  
 10 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of  
 11 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing  
 12 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches  
 13 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in  
 14 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may  
 15 not exhibit more than one political sign for each candidate, political party or ballot question.  
 16  
 17 33. **CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid  
 18 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes  
 19 shall take effect after thirty days notice to TENANT.  
 20  
 21 34. **CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an  
 22 addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.  
 23  
 24 35. **ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against  
 25 the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and  
 26 costs.  
 27  
 28 36. **NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in  
 29 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and  
 30 effect.  
 31  
 32 37. **WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or  
 33 TENANT's rights under the laws of the State of Nevada.  
 34  
 35 38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or  
 36 unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder  
 37 of this Agreement.  
 38  
 39 39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement  
 40 shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided  
 41 by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a  
 42 preponderance of the evidence.  
 43  
 44 40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this  
 45 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a  
 46 copy of this Agreement.  
 47  
 48 41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, \_\_\_\_\_ N/A  
 49 is a licensed real estate agent in the State(s) of \_\_\_\_\_, and has the following interest, direct  
 50 or indirect, in this transaction: ☐ Principal (LANDLORD or TENANT) -OR- ☐ family relationship or business  
 51 interest: \_\_\_\_\_  
 52  
 53

## 1 42. CONFIRMATION OF REPRESENTATION: The Agents in this transaction are:

2

3

Tenant's Broker: Ameri-Dream Realty Agent's Name: Michael Cheung

4

Address: 4875 W Nevso Dr., Las Vegas, NV 89103

5

Phone: (702) 876-5881

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

6

License # \_\_\_\_\_

7

8

Landlord's Broker: Ameri-Dream Realty Agent's Name: Michael Cheung

9

Address: 4875 W Nevso Dr., Las Vegas, NV 89103

10

Phone: (702) 876-5881

Fax: \_\_\_\_\_

Email: realtermikecheung@yahoo.com

11

License # 61933

12

13

## 43. NOTICES: Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

14

15

16

BROKER: John Brown

17

Address: 4875 W Nevso Dr., Las Vegas NV 89103

18

Phone: (702) 876-5881Fax: (702) 876-3304

Email: \_\_\_\_\_

19

20

TENANT: Matthew Kuykendall, Dana Kuykendall

21

Address: 2000 Hollywell St., Las Vegas, NV 89135

22

Phone: (719) 209-6494

Fax: \_\_\_\_\_

Email: dkuyv@yahoo.com

23

24

## 44. ADDENDA ATTACHED: Incorporated into this Agreement are the following addenda, exhibits and other information:

25

26

A. ☒ Lease Addendum for Drug Free Housing

27

B. ☒ Smoke Detector Agreement

28

C. ☒ Other: Property Condition

29

D. ☐ Other: Report

30

E. ☐ Other: \_\_\_\_\_

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Jul 05 2013 5:44PM

HP LASERJET FAX

8012544730

p. 9

45. ADDITIONAL TERMS AND CONDITIONS: 1) There is going to be no pet and no smoking  
in this premises.

21 Mei-Penh Khun  
22 LANDLORD/OWNER OF RECORD NAME  
23  
24  
25  
26 Ameri-Dream Realty  
27 MANAGEMENT COMPANY (BROKER) NAME  
28  
29  
30  
31 By Michael Cheung 7/1/13  
32 Authorized AGENT for BROKER SIGNATURE / DATE  
33 Michael Cheung  
34 ☒ REALTOR®  
35  
36  
37  
38  
39  
40

TENANT'S SIGNATURE DATE

Print Name: Matthew Kuykendall

Phone: (719) 209-5494

TENANT'S SIGNATURE DATE

Print Name: Dana Kuykendall

Phone: (719) 213-4851

TENANT'S SIGNATURE DATE

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

TENANT'S SIGNATURE DATE

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Residential Lease Agreement Rev. 05/12

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Landlord mpk

Tenant mpk

Tenant mpk

Property: 2000 Hollywood St.

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

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Mei-Penh Khun



Jun 30 14:02:52p

Dee's Automotive

8012931893

p.2

**ADDENDUM NO. 1**  
**TO RESIDENTIAL LEASE AGREEMENT**

for



2000 Hollywell St., Las Vegas, NV 89135  
 (Property Address)

In reference to the Residential Lease Agreement executed by Matthew Kuykendall, Dana Kuykendall as

Tenants(s) and Mei-Penh Khuu as Owner, through Ameri-Dream Realty as Broker, dated June 25, 2013 covering the above-referenced real property, the parties hereby agree that the

Lease Agreement be amended as follows:

- 1) Owner and Tenants agree to extend the lease agreement to Jun 30, 2015.
- 2) All other terms and conditions remain the same as the original lease agreement and addendum.

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

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

Mei-Penh Khuu 6/25/14  
 LANDLORD/OWNER OF RECORD  
 Mei-Penh Khuu

TENANT'S SIGNATURE

Print Name: Matthew Kuykendall

DATE

Ameri-Dream Realty  
 MANAGEMENT COMPANY (BROKER)

TENANT'S SIGNATURE

Print Name: Dana Kuykendall

DATE

By Michael Cheung  
 Authorized AGENT OF BROKER  
 Michael Cheung

DATE

TENANT'S SIGNATURE

Print Name:

DATE

TENANT'S SIGNATURE

Print Name:

DATE

Addendum to Residential Lease Agreement 11/09

Ameri-Dream Realty 4875 W Newto Dr Las Vegas, NV 89103  
 Phone: (702)876-5881 Fax: (702)876-3304

Michael Cheung

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Mei-Penh Khuu

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ORIGIN ID:BLDA (702) 608-4232  
G AND N LAW  
7854 W SAHARA AVE  
LAS VEGAS, NV 89117  
UNITED STATES US

SHIP DATE: 11 MAY 15  
ACTWGT: 13.0 LB  
CAD: 6992810/55F01601

BILL THIRD PARTY

TO CLAIMS ADMINISTRATOR, AMERI - DREAM R  
C/O GARDEN CITY, LLC  
5151 BLAZER PKWY STE A

DUBLIN OH 43017

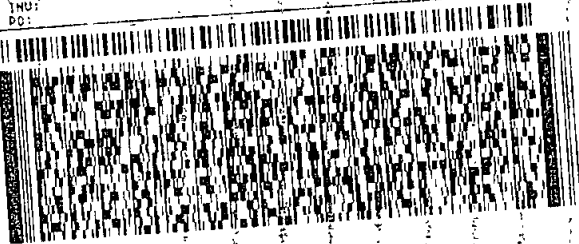
(702) 608-4232

REF:

DEPT:

INU:

DO:



FedEx  
Express



TRK# 7806 4043 1419  
0201

WED - 13 MAY 10:30A  
MORNING 2DAY

SX OSUA

43017  
OH - US LCK



Align bottom of peel-and-stick airbill or pouch here