

APN# : 1318-15-310-003

Recording Requested By:
Western Title Company, LLC
Escrow No.: 108035-WLD

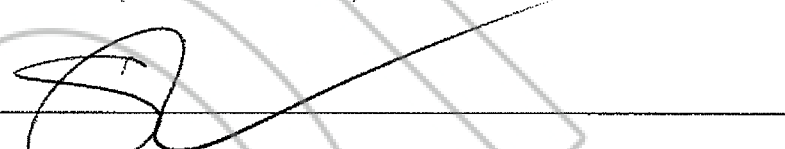
When Recorded Mail To:
Yvette Kover
1395 Brookline Loop #9207
Pleasanton, CA 94566

Mail Tax Statements to: (deeds only)
same as above

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature _____



Wendy Dunbar

Escrow Officer

Release and Termination of Agreement

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

RELEASE AND TERMINATION OF AGREEMENT

THIS RELEASE AND TERMINATION OF AGREEMENT (this "Release"), made as of the 25 day of Sept., 2019, by and between YVETTE KOVER (FORMERLY KNOWN AS AND WHO ENTERED THE UNDERLYING AGREEMENT AS YVETTE PORRECA), an individual, and JEREMY CANO, an individual, each a "Party" and collectively the "Parties"

WITNESSETH:

WHEREAS, on August 19, 2018, the Parties entered into an "Agreement Between Purchasers of 454 DeVaux Lane" (the "Agreement"), which documented certain terms under which the Parties agreed to purchase the real property at 454 DeVaux Lane, Zephyr Cove, Nevada, APN 1318-15-310-003 (the "Property");

WHEREAS, on August 19, 2018, the Parties executed an "Abstract of Agreement" referencing the Agreement;

WHEREAS on August 31, 2018, the Parties recorded the Abstract of Agreement with the Douglas County Recorder's Office as document number 2018-918984;

WHEREAS, the Parties mutually wish to sell the Property and seek to release, terminate, and forever relinquish and discharge their respective rights and obligations under the Agreement in order to sell the Property;

NOW, THEREFORE, the Parties hereto agree as follows:

1. The "Whereas" clauses are incorporated herein as if set forth fully below and form a material part of this Agreement.

2. Release and Termination of Agreement. The Parties agree to release, terminate, and forever relinquish and discharge their respective rights and obligations under the Agreement, thereby rendering the Agreement and Abstract of Agreement null and void, *provided, however*, that the Parties agree that they shall remain subject to the obligations and rights under Sections 1 and 1(A) of the Agreement; specifically, in the event the Parties close escrow on the sale of the Property, Yvette Kover shall receive \$69,511.00 from the sale's proceeds to reimburse her for the down payment and closing costs paid by Yvette Kover, as referenced in the Agreement. Following such distribution to Yvette Kover, the parties shall receive equal shares of any remaining available sale's proceeds. In the event the sale of the Property does not produce sufficient funds to fully reimburse Yvette Kover for her down payment and closing costs, as referenced in the Agreement, then Yvette Kover shall receive whatever amount that may remain from the sale's proceeds after any distributions have been made to satisfy any and all lien-holders. In such event, Jeremy Cano shall not receive any distribution from the sale's proceeds.

3. In the event that the Parties are unable to close escrow on the sale of the Property, the Parties agree to execute a new Agreement and Abstract of Agreement within ten (10) days of

acquiring knowledge that escrow will not close on the sale of the Property. The new Agreement and Abstract of Agreement shall include the same terms and conditions as presently included in the Agreement and Abstract of Agreement, to the fullest extent permitted by law.

4. Miscellaneous.

- a. This Release is the result of the Parties' mutual wish to sell the Property. The Parties shall both be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
- b. This Release constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof.
- c. Each Party acknowledges that it entered into this Release voluntarily and of its own free will. Each Party further acknowledge that it fully understands and consents to all of the terms and provisions of this Release, and that the Parties had the opportunity to obtain the advice of counsel in connection with the execution of this Release or have voluntarily elected not to obtain the advice of counsel.
- d. This Release shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, administrators, executors, representatives, assigns or agents.
- e. This Release may not be modified orally. This Release may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties, or, in the case of a waiver, by the party waiving compliance.
- f. This Release is entered into in Nevada and shall be construed and interpreted under the law of the State of Nevada regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Each Party hereby irrevocably submits to the exclusive jurisdiction of any court of the State of Nevada located in the County of Douglas in any action, suit or proceeding arising out of or relating to this Release or any of the transactions contemplated hereby, and agrees that any such action, suit or proceeding shall be brought only in such court. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.
- g. In the event any Party finds it necessary to bring any action, arbitration or other proceeding against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action, arbitration or other proceeding shall be paid all reasonable costs and reasonable attorney fees by the

non-prevailing party, and in the event any judgment is secured by said prevailing Party, all such costs and attorney fees shall be included therein.

- h. If any provision of this Release is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Release and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Release shall be valid and enforceable to the fullest extent permitted by law.
- i. By executing this Release, each Party hereby represents and warrants to each other Party that the signatories of the respective Parties hereto are duly authorized to execute and deliver this Release by the party for whom he or she has signed this Release, and that this Release constitutes the duly authorized, valid and binding obligation of such party.
- j. This Release may be executed and delivered in any number of counterparts, each of which together shall constitute an original. This Release may be executed and delivered by facsimile signature or other reliable electronic means of delivering a manually signed copy of this Agreement (including email of a PDF document).

IN WITNESS WHEREOF, the Parties have executed this Release the day and year first above written.

By: _____

YVETTE KOVER

(formerly known as Yvette Porreca when the underlying agreement was entered into, and has changed her legal name to Yvette Kover)

By: _____

JEREMY CANO

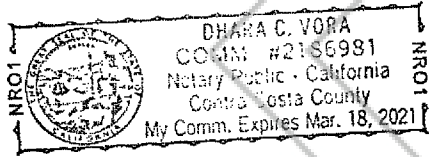
SEE ATTACHED

STATE OF California } s.s.

COUNTY OF Alameda

This instrument was acknowledged before me on
September 25, 2019 by Josmy Cano

Dhara C. Vora
Notary Public



COOPY

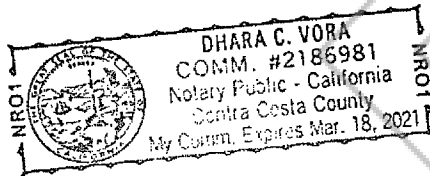
STATE OF California } s.s.

COUNTY OF Alameda

This instrument was acknowledged before me on
September 25, 2019 by yvette koves

Dhara C. Vora

Notary Public



COPY