STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

In re:

Property Scout, Inc., Property Scout of Nevada, LLC, Raul Estrada

Respondents.

ORDER TO CEASE AND DESIST, NOTICE OF INTENT TO ORDER TO PAY RESTITUTION, NOTICE OF INTENT TO IMPOSE FINE, AND NOTICE OF RIGHT TO REQUEST HEARING

The licensing and regulation of loan modification consultants, foreclosure consultants and other persons providing 'covered services,' as defined in Nevada Revised Statutes (hereinafter "NRS") 645F.310, in the State of Nevada is governed by Chapter 645F of NRS and by permanent regulation R052-09 promulgated pursuant thereto (hereinafter the "Regulation"). The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision and control over covered service providers, foreclosure consultants and loan modification consultants. *See* Chapter 645F of NRS and the Regulation. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

FACTUAL ALLEGATIONS

1. Based upon information and belief, and at all relevant times herein mentioned, Property Scout, Inc. was and is a corporation organized and existing under the laws of the State of Nevada since approximately June 27, 2005. Currently, Respondent's status with the Nevada Secretary of State is "revoked."

2. Based upon information and belief, and at all relevant times herein mentioned, Property Scout of Nevada, LLC was and is a domestic limited-liability company organized and existing under the laws of the State of Nevada since approximately October 9, 2009. Currently, Respondent's status with the Nevada Secretary of State is "default."

3. Based upon information and belief, Raul Estrada (hereinafter "Estrada") is an individual who acted and continues to act as an agent or person employed by, or associated with, both Property Scout, Inc. and Property Scout of Nevada, LLC (hereinafter collectively "Property Scout").

4. Based upon information and belief, at all relevant times herein mentioned, Property Scout and Estrada (hereinafter collectively "Respondents") advertised services as, provided services of, engaged in, carried on or held themselves out as engaging in or carrying on, and continue to advertise services as, provide services of, engage in, carry on or hold themselves out as engaging in or carrying on, the activities of a loan modification consultant, foreclosure consultant or covered service provider relating to properties in Nevada.

5. Neither Property Scout nor Estrada has ever applied for, or been issued, a license by the Division as a covered service provider, foreclosure consultant or loan modification consultant, whether as an independent licensee or as an associated licensee, pursuant to Chapter 645F of NRS and the Regulation.

6. In September 2009, the Division received two written complaints, (hereinafter collectively "the September 2009 Complaints"), each alleging, among other things, that Respondents were offering to provide, or providing, for compensation, services to obtain mortgage loan modifications for clients and/or prevent clients' properties from going to foreclosure, or providing other covered services, as defined in NRS 645F.310.

7. Pursuant to the Regulation, "[w]hether or not a complaint has been filed, the Commissioner may investigate a licensee or other person if, for any reason, it appears

that...[t]he licensee or other person is offering or providing any of the services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaging in, carrying on or holding himself out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without being appropriately licensed or exempt from licensing pursuant to the provisions of this chapter or chapter 645F of NRS...." *See* Section 105(1)(b) of the Regulation.

8. Pursuant to NRS 645F.310, "covered service" includes, without limitation: 1. Financial counseling, including, without limitation, debt counseling and budget counseling; 2. Receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a mortgage or other lien on a residence in foreclosure; 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for an extension of the period within which a homeowner may cure a default and reinstate an obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any document or assisting in any manner in the preparation of any document for filing with a bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.

9. Pursuant to the Regulation, "[a] person shall not advertise services as, provide any of the services of, act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold himself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant unless the person has a license as a covered service provider, foreclosure consultant or loan modification consultant, as applicable, issued

pursuant to this chapter and chapter 645F of NRS." *See* Section 17 of the Regulation.

10. Pursuant to the Regulation, "[i]t is unlawful for any person to provide or offer to provide any of the services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise to engage in, carry on or hold himself out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without first obtaining the applicable license issued pursuant to this chapter and chapter 645F of NRS, unless the person" is exempt from licensing and complies with the requirements for that exemption. *See* Section 102 of the Regulation.

11. As part of its investigation of the September 2009 Complaints, the Division sent two letters, both dated September 28, 2009, to Respondents (true and correct copies of which are attached hereto as **Exhibit "A"** and incorporated herein by reference as though set forth in full). In Respondents' written response (a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference as though set forth in full), Estrada admitted that "Property Scout has about 90 active files from clients that were initiated before July 1, 2009...[and] are in the process of completing those files." Further, Estrada represented to the Division that "[s]ince July 1, 2009, Property Scout has not taken on any new loan modification files...[and] will be pursuing a Foreclosure Consultant license...[to] complete the files that [Property Scout] already [has]."

12. Based upon information and belief, and at all relevant times herein mentioned, Complainant JC was the owner of certain real property located on Denevin St., Las Vegas, NV 89131 (hereinafter "Denevin St. Property").

13. Based upon information and belief, and at all relevant times herein mentioned, Complainant MH was the owner of certain real property located on Crescent Ridge Lane, Las Vegas, NV 89134 (hereinafter "Crescent Ridge Property").

14. On approximately November 12, 2009 the Division received a written complaint

from JC (hereinafter "Complainant JC") alleging, among other things, that:

a. On September 15, 2009, Complainant JC paid Respondents a total of One Thousand Dollars and No Cents ($1,000.00) to negotiate the modification of his mortgage loan secured by the Denevin St. Property;

b. From approximately September 2009 to November 2009, Property Scout and/or Respondent Estrada offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant JC and/or prevent the Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant JC;

c. Respondents failed to provide the loan modification services for which Complainant JC paid Respondents;

d. When Respondents failed to provide the loan modification services for which Complainant JC paid Respondents, Complainant JC requested a full refund by November 12, 2009, to which Estrada agreed;

e. On November 12, 2009, Estrada gave Complainant JC a refund check in the amount of Five Hundred Dollars and No Cents ($500.000), but told Complainant JC that he "didn't have" the remaining Five Hundred Dollars ($500.00) to refund Complainant JC; and

f. To date, Respondents have not refunded the remaining Five Hundred Dollars ($500.00) owed Complainant JC.

15. On approximately November 13, 2009 the Division received a written complaint from MH (hereinafter, "Complainant MH") alleging, among other things, that:

a. On August 12, 2009, Complainant MH paid Respondents a total of Five Hundred Dollars and No Cents ($500.00) to negotiate the modification of his mortgage loan secured by the Crescent Ridge Property;

b. From approximately August 2009 to November 2009, Property Scout and/or

Estrada offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant MH and/or prevent the Crescent Ridge Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant MH;

c. Respondents failed to provide the loan modification services for which Complainant MH paid Respondents;

d. When Respondents failed to provide the loan modification services for which Complainant MH paid Respondents, Complainant MH requested a full refund; and

e. To date, Respondents have not refunded the Five Hundred Dollars ($500.00) owed Complainant MH.

16. After receiving the written complaints of Complainants JC and MH (hereinafter collectively "the November 2009 Complaints") regarding Respondents, the Division conducted an investigation which revealed, among other things, that:

a. From approximately September 2009 to December 2009, Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant JC and/or prevent the Denevin St. Property from going to foreclosure or to provide other covered services, as defined in NRS 645F.310, as evidenced by the "Agreement for Service," dated September 15, 2009 (a true and correct copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference as though set forth in full), and Respondent Estrada's written response to the JC Complaint, dated December 11, 2009 (a true and correct copy of which is attached hereto as **Exhibit "D"** and incorporated herein by reference as though set forth in full), wherein Estrada admitted that "a payment...was taken from [JC]" and that Respondents "promise to refund {JC's} remaining $500.00 as soon as possible."

b. Respondents failed to provide the loan modification services for which

Complainant JC paid Respondents.

c. When Respondents failed to provide the loan modification services for which Complainant JC paid Respondents One Thousand Dollars and No Cents ($1,000.00), Complainant JC requested a full refund by November 12, 2009, to which Respondent Estrada agreed;

d. Respondents only refunded Complainant JC Five Hundred Dollars and No Cents ($500.00) of the total One Thousand Dollars and No Cents ($1,000.00) which Complainant JC paid Respondents;

e. To date, Respondents have not fully-refunded Complainant JC;

f. Both before and after the August 25, 2009 effective date of the Regulation Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant MH and/or prevent the Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant MH, as evidenced by the "Agreement for Service," dated August 12, 2009 (a true and correct copy of which is attached hereto as **Exhibit "E"** and incorporated herein by reference as though set forth in full);

g. Respondents failed to provide the loan modification services for which Complainant MH paid Respondents Five Hundred Dollars and No Cents ($500.00);

h. When Respondents failed to provide the loan modification services for which Complainant MH paid Respondents, Complainant MH requested a full refund;

i. To date, Respondents have not refunded Complainant MH;

j. Neither Property Scout nor Respondent Estrada has ever applied for or been issued a license by the Division as a loan modification consultant, foreclosure consultant or covered service provider (whether as an independent licensee or associated licensee), pursuant to Chapter 645F of NRS and the Regulation;

k. At all relevant times herein mentioned, neither Property Scout nor Estrada was or is exempt from the licensing requirements of Chapter 645F of NRS and the Regulation; and

l. The above-referenced violations occurred even after Respondents represented, in writing, to the Division in October 2009 that, pursuant to the Regulation, they would not offer to provide, or provide, for compensation, services to obtain a mortgage loan modification for any new clients.

18. Pursuant to the Regulation, "[f]or each violation committed by a person who engages in an activity for which licensure as a covered service provider, foreclosure consultant or loan modification consultant is required under this chapter and chapter 645F of NRS, without regard to whether the person is licensed under this chapter and chapter 645F of NRS, the Commissioner may impose upon the person an administrative fine of not more than $10,000...if the person...[d]oes not conduct business in accordance with law or has violated any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or] [has offered or provided any services prescribed under this chapter or chapter 645F of NRS requiring licensure and the person did not have such a license and was not exempt from licensing at the time the person engaged in the activities...." *See* Sections 103(3)(c) and (w) of the Regulation.

19. Pursuant to the Regulation, "[i]f a person engages in an activity in violation of the provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the Commissioner may issue an order directing the person to cease and desist from engaging in the activity." *See* Section 108(1) of the Regulation.

VIOLATIONS OF LAW

After investigation, the Division determined that, at all relevant times herein mentioned, Respondents, and each of them, offered or provided services of a covered services provider,

foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter 645F of NRS and Sec. 17, 103(3)(c) and 105(1)(b) of the Regulation.

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having determined that Respondents offered or provided services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing, in violation of Chapter 645F of NRS and the Regulation, that **RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND DESIST** from the following activities:

1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loan modification consultant business in the State of Nevada without having first received a license from the Division to conduct such activities; and

2. Offering or providing any of the services of a covered service provider, foreclosure consultant and/or loan modification consultant, or otherwise engaging in, carrying on or holding themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for which they have not received a license from the Division to conduct such activities.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 108(4) of the Regulation, that upon filing a verified petition with the Division within **twenty (20) days** of receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is advised, however, that the provisions of this Order to Cease and Desist are effective immediately upon such Respondent being served therewith, whether or not such Respondent requests a hearing.

NOTICE TO RESPONDENTS: If you request a hearing, you are specifically informed that you have the right to appear and be heard in your defense, either personally or through your counsel of choice at your own expense. At the hearing, if one is timely requested, the Division will call witnesses and present evidence against you. You have the right to respond and to present relevant evidence and argument on all issues involved. You have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues involved.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 113(2) of the Regulation that upon written application to the Division within **twenty (20) days** of the date of this Order, Respondents, and each of them, shall be entitled to a hearing with regards to the contents of this Order referenced hereafter. At that hearing the Division will seek to impose an administrative fine against Respondents, jointly and severally, in the amount of Ten Thousand Dollars and No Cents ($10,000.00), payable to the Division on account of Respondents' violations of Chapter 645F of NRS and the Regulation, the Division's investigative costs in the amount of Five Hundred and Seventy Dollars ($570.00) as well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 103(2) of the Regulation, that Respondents immediately (a) cancel all contracts, if any, with Nevada

homeowners and refund to such homeowners all moneys collected by Respondents from such homeowners, including, but not limited to, refunding Five Hundred Dollars and No Cents ($500.00) to Complainant JC and Five Hundred Dollars and No Cents ($500.00) to Complainant MH or (b) obtain the written consent of the homeowners to transfer their files, moneys and contracts to a licensed, bonded independent licensee, HUD-approved counseling service or other entity exempt from Chapter 645F of NRS.

Should Respondents, or any of them, not timely request a hearing within **twenty (20) days** of the date of this Order; the Division will enter a Final Order in this matter against such Respondent, as required by Section 113(2) of the Regulation. The Division's Final Order will require payment by Respondents, jointly and severally, of the administrative fine, the Division's investigative costs, the Division's attorney's fees, and the restitution amounts within **thirty (30) days** of the entry of the Final Order.

Dated this 17th day of May, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: [redacted]
Joseph L. Waltuch, Commissioner

EXHIBIT “A”

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, NV 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

September 28, 2009

Property Scout, Inc.
Mr. Raul Estrada
336 S. Jones Blvd.
Las Vegas, NV 89107

Subject: Complaint filed by Ms. G[redacted] R[redacted]

Mr. Estrada:

The State of Nevada Division of Mortgage Lending has received a complaint against you, a copy of which is enclosed.

Assembly Bill 152 of the 2009 Legislative Session added extensive provisions to Nevada Revised Statutes 645F, pertaining to the licensing of "foreclosure consultants", "loan modification consultants", and the services provided by such consultants. These provisions became effective July 1, 2009. You may view the new regulations (R-052-09)) on the State's website, www.nv.gov.

Please provide a detailed, written response addressing the allegations in the complaint to this office no later than 10/12/2009. Include, with your response, copies of documents to support your position. It is also required that your response be accompanied by the enclosed affidavit.

Failure to provide the requested information by the due date specified above may subject you to an administrative fine under the provisions of NRS/NAC 645F.

This complaint has been assigned to **Michael D. Haley**, who can be reached at 702-486-0782 if you have questions.

Sincerely,

Kimberly Aguirre
Administrative Assistant II

Enclosure

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, NV 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

September 28, 2009

Raul Estrada
Property Scout, Inc.
336 S. Jones Blvd.
Las Vegas, NV 89107

Subject: Complaint filed by Ms. C[redacted] D[redacted] – Unlicensed Activity

Dear Mr. Estrada:

The State of Nevada Division of Mortgage Lending has received a complaint against you, a copy of which is enclosed.

Assembly Bill 152 of the 2009 Legislative Session added extensive provisions to Nevada Revised Statutes 645F, pertaining to the licensing of "foreclosure consultants", "loan modification consultants", and the services provided by such consultants. These provisions became effective July 1, 2009. You may view the new regulations (R-052-09)) on the State's website, www.nv.gov.

Please provide a detailed, written response addressing the allegations in the complaint to this office no later than 10/12/2009. Include, with your response, copies of documents to support your position. It is also required that your response be accompanied by the enclosed affidavit.

Failure to provide the requested information by the due date specified above may subject you to an administrative fine under the provisions of NRS/NAC 645F.

This complaint has been assigned to **Michael D. Haley**, who can be reached at 702-486-0782 if you have questions.

Sincerely,

Kimberly Aguirre
Administrative Assistant II

Enclosure

EXHIBIT “B”

RECEIVED
OCT 0 9 2009
Mortgage Lending Divisi

Property Scout has about 90 active files from clients that were initiated before July 1, 2009. We are in the process of completing those files. Since July 1, 2009, Property Scout has not taken on any new loan modification files. We have reviewed the requirements for obtaining a license, but because of a complete lack of new business, we have not sought a license and have been struggling with the dilemma of whether or nor to proceed with obtaining a license and actively pursuing loan modification clients, or just completing our current files.

We were also under the impression that we were in compliance because we did not take on any new clients. On October 8, 2009, our attorney contacted Mr. Michael D. Haley at the Mortgage Lending Division and learned that it is the opinion of the Division that AB 152 applies to those who continue to work on their old files. Because of this, Property Scout will be pursuing a Foreclosure Consultant license as we must complete the files that we already have. We are happy to supply the Division with status updates or other documents to show our progress in pursuing the license.

RAUL ESTRADA

Exhibit 1

JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, Nevada 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

Complainant: Carly Dreier

Respondent: Property Scout, Inc., Raul Estrada

Subject: Affidavit in support of complaint response and attachments

AFFIDAVIT

Pursuant to NRS 53.045 I declare under penalty of perjury under the law of the State of Nevada that statements made in response to the complaint and the documents being provided herein are true and correct.

Executed on 2-28-2009
(Date)

[redacted]
(Signature)

Raul Estrada
(Print Name and Title)

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR RESPONSE.

EXHIBIT "C"

PROPERTY SCOUT,INC
336 SOUTH JONES
LAS VEGAS, NV 89107
Bus (702) 258-0213 Fax (702) 258-6501

AGREEMENT FOR SERVICE

This agreement dated _____, is made between **PROPERTY SCOUT, INC** a Nevada Coporation
and_____and_____
(Client) subjet to and conditioned upon the following:

RECITALS:

WHERAES: PROPERTY SCOUT, INC. is in the business of providing an analysis of real estate secured Debt, income and the potential for restructuring real property-secured debt which may include, But not limited to, entering into negotiations with proposed real estate lender(s) The effect of which is intended to produce a resolution to Client for his or her debt-secured real estate: and

WHERAES: Client wishes to employ PROPERTY SCOUT, INC to perform the following services: analyze Client's debt situation, in respect to his or her real estate, and (b) research potential real property secured debt restructuring options that are or may be available to Client's (c) present Client's respective lender(s) Items (a), (b), and (c) shall be referred to hereinafter individually or collectively as the: Services."

NOW THEREFORE: In consideration of the foregoing and every term, convenant and condition hereafter set forth,

Property Scout, Inc and Client do hereby understand and agree as follows:

1. Client to Provide Complete and Truthful Information. Client shall provide Property Scout, Inc in a timely fashion, all information requested by Property Scout, Inc reasonably necessary for information requested within thirty (30) days of the Effective Date shall constitute a waiver by Property Scout, Inc of any obligation for performance hereunder. Client expressly represents and warrants to Property Scout, Inc that he or she will at all times provide Property Scout, Inc with information that is accurate and true to the best of his or her knowledge. Client hereby agrees to defend and hold harmless Property Scout, Inc from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties herein.

2. PROPERTY SCOUT, INC Performance of Service.

   Research and Analysis. Upon receipt of all information from Client as required herein, Property Scout, Inc shall promptly analyze Client's financial situation and perform whatever research Property Scout, Inc Determines, in its sole and absolute discretion, to be necessary, reasonable or advisable for client's particular and individual situation ("Research and Analysis"). Upon completion of Research and Analysis, Property Scout, Inc shall present to Client the resulting options, including but not limited to practical ways to improve Client's present debt structure with respect to its mortgage secured by real estate. If for any reason Property Scout, Inc deems Client's situation unfavorable for restructuring then Client's documents will be returned to Client, Client will be charged for services.

Initial

Modification, Restructure and or Forbearance Agreement. Upon Client's request, and for an additional fee, Property Scout, Inc will package and present the findings of the research and Analysis to Client's lender(s) for consideration of such service. Property Scout, Inc will perform all follow up communication with such lender(s). Upon approval of any Modification, Respective and or Forbearance Agreement, the respective documents will be forward to the Client either from the Property Scout, Inc or directly from the lender(s)

3. Fees for Analysis.

Research and Analysis. For and in consideration of performance of the Research and Analysis, by executing this agreement Client agrees to pay Property Scout, Inc Three Thousand, Seven Hundred-fifty Dollars No/100ths Dollars ($3,750.00) upon completion of such Research and Analysis. Client understands and agrees to pay Property Scout, Inc on Client's situation and documentation and is based on unique methodology, including use of proprietary software and information by Property Scout, Inc to be in unique position to be able to offer to Client further services of submitting Modification, Restructure, and or Forbearance Agreement

Modification, Restructure, and or Forbearance Agreement. Should Client elect for Property Scout, Inc to process and package the paperwork for modification, restructure, and or forbearance to Client's lender(s), Client agrees to pay Property Scout, Inc initially a minimum of One Thousand and No/100ths Dollars ($1,000.00) upon acceptance of this agreement, then 30 days there-after client must pay an additional One Thousand and No/100ths Dollars ($1,000.00), the remaining one thousand seven hundred fifty No/100ths Dollars ($1750.00) to be paid at the completion of the modification, restructure, and or forbearance agreement by Property Scout Inc, regardless of the timing of any leader action or response

Refund. Property Scout, Inc will refund only Nine Hundred Ninety Five and No/100ths Dollars ($995.00) of the Three thousand seven hundred fifty No/100ths Dollars ($3,750.00) fees paid by Client to Client and neither party shall have any further obligation under this Agreement if the lender rejects the restructuring request in whole, without benefit of any secondary options, restructuring, modification, or forbearance. Just as previously stated on paragraph 2.

4. Client Advised to Seek Counsel. By virtue of their signature hereunder, Client acknowledges that he or she understand that Property Scout, Inc is not legal service and the employees of Property Scout, Inc are not attorneys and do not give legal advice. Property Scout, Inc strongly urges Client to seek the advice of an attorney before entering into this and any other contract with Property Scout, Inc or any other third party and prior to acting on any recommendation provided to Client by Property Scout, Inc.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Property Scout, Inc makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditional waives any right of action against Property Scout, Inc, its officers, directors, employees, agents and assigns, at law, equity or any other cause of action for any reason, directly, indirectly, or proximately believed to arise out of this Agreement , for any damages of any nature whatsoever that Client's failure to follow any recommendation of Property Scout, Inc, whether any singular, concurrent or series of recommendations are acted upon in whole or in part by Client. This Agreement shall only be construed and enforced under the laws of the State of Nevada.

Initial

6. Gender. Whenever used in this Agreement, the singular shall include the plural, the plural sha... include the singular, and the neuter gender shall include the male and female as well as a trust, company, corporation, or other legal domestic of foreign entity, all as the context and meaning of Agreement may require.

7. Heading. The paragraph titles and heading contained on the Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction of enforcement of this Agreement or any other purposes including the construction or enforcement of this Agreement or any of its provisions.

8. Cross-references. All cross-references in this Agreement, unless specifically directed to another agreement or documents, refer to provisions in this Agreement and shall not be deemed to be references to overall agreement or to any other agreement or to any other agreements or documents.

9. Time Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

10. Facsimile Signatures. The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

11. Agreement Received. By virtue of their signatures below, Client acknowledges that Client has read, understands and agrees to every term, covenant and condition of this Agreement and that Client has received a true and complete copy hereof, effective the date first above written.

12. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the san instrument.

Agreed to and Accepted by: ***PROPERTY SCOUT, INC***

And *Person(s) of Interest;*

[redacted]	J[redacted]	9/15/09
	(Print Name Client)	(Date)
[redacted]	D[redacted]	9/15/09
(Signature)	(Print Name Client)	(Date)

Property Scout,
Representative;

(Signature)	(By: Authorized, Representative;)	(Date)

Initial

PROPERTY SCOUT INC

336 S JONES

LAS VEGAS, NV 89107

SIGN OFF SHEET:

(✓) I have been told and understand that Property Scout Inc, cannot/will not guarantee any Loan Modification or Short Refi. It is my Lenders decision to approve and do a Loan Modification for Me. Property Scout is only negotiating on my behalf to obtain the best modification for me.

(✓) Property Scout has not advise me in anyway not to continue to make my mortgage payment. Property Scout has informed me that a Loan Modification can/may affect my credit status.

(✓) I understand that a First Modification will be charged a fee of $3750.00 that is on my primary mortgage loan. If a second modification is needed, an additional fee of $1000.00 will be charged for my second loan. A SETTLEMENT cost is based on value of loan.

(✓) I understand that a loan modification is designed as a temporary financial relief to help me get Thru my hardship. The length of the modification will be determined by my Lender and that most Lenders require a forebearance plan before a modification is done assuring that I will make my New payment in a timely manner.

(✓) I understand that when my modification has been completed, that I am responsible for the balance Due to Property Scout Inc. If I decide to cancel (because of personal reasons) after my loan Modification has been completed it will still be my responsibility to pay Property Scout Inc my remaining balance.

(✓) A deposit of 1875.00 will be paid today and balance due 30 days after

I HAVE READ AND UNDERSTAND ALL THE ABOVE.

([redacted] DATE 9/15/09

PROPERTY SCOUT,INC
336 SOUTH JONES
LAS VEGAS, NV 89107
Bus (702)258-0213 Fax (702) 258-6501

NON-DISCLOSURE AND CONFIDENTIALITY

This ***NON-DISCLOSURE, NON-CIRCUMVENTION, NON-SOLICITATION "The Agreement"*** is effective as of _____ between ***PROPERTY SCOUT***, whose administrative office address is(336 S. Jones, Blvd Las Vegas, Nevada 89107) individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organization (hereinafter "The Company") and

Name [redacted]
Name [redacted]
Street Address [redacted] City [redacted] State NV
Zip Code [redacted] County CLARK

1. *PURPOSE*

The parties to this Agreement desire to engage in a business relationship. This Agreement combines a non-disclosure, non-competition, non-solicitation, and non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, business contacts, trade secrets, business entity formation and structuring, and real estate investments and lending planning. In connection with these discussion it may be necessary and/or desirable for The Company to provide the Confidant with, or allow access to, propriety, technical, or business date, and/or other confidential information of The Company (collectively the "Confidential Information"). Therefore, the Confidant, individually and on behalf of those parties represented, agrees that they are bound by an obligation of Confidentiality. The Company believes, and the Confidant hereby agrees, that The Company's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Confidant's willingness to engage in the contemplated business discussions and planning. The confidant agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of the Agreement both in a professional and personal capacity.

2. *CONFIDENTIAL INFORMATION*

Confidential Information shall include, and shall be deemed to include, all information conveyed by The Company to the Confidant orally, in writing, by demonstration, or by the media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, the way of example but without limitation loan programs and methods, data, know-how, contacts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of The Company, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly be demonstrated to be:

Generally known or available to public, through no act or omission on the part of the receiving party; or **Provided** to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of Confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

3. *OBLIGATION OF CONFIDENTIALITY*

The Confidant agrees that when receipt of any Confidential Information has occurred:
The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall protect such information from disclosure by reasonable means, including but not t limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.

a. Confidant shall reasonable protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable Confidential and proprietary information.

b. The Company shall permit access to its Confidential Information to the Confidant's agent or employees or third parties only if such disclosure is reasonably believed to be necessary to the purpose of the Confidant evaluation, contemplating, recommending, or engaging in any program or service offered by The Company or for the purpose of entering in to a business relationship with The Company, and only if said agents, employees, or this parties:
Reasonably required access to the Confidential Information for purposes approved by this Agreement, and
Have been appraised of this Agreement and the Confidant's obligations to maintain the trade secrets status of Confidential Information and to restrict its use as provided by this Agreement.

4. ***OBLIGATION OF NON-COMPETITION***

The confidant agrees that during the time that this agreement is enforce and for a period of 2 years thereafter The Confidant will not, either directly or indirectly, either as a partner or as an officer, director, shareholder, or employee or agent or servant of any corporation or partnership, solicit orders from any customer of the company for such services as are produced and/or sold by The Company, within the United States and that The Confidant will similarly not engage in a business that is in direct competition to the Company within the said period and within the United States.

5. ***NON-CIRCUMVENTION***

a. **Further contacts with the Opportunity** (No Circumvention). Confidant agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, the business contacts of The Company or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the business contacts of The Company, or any other property or properties whose identity was revealed through the efforts of The Company, unless such approval is specifically granted in written form by The Company on a case by case basis. Confidant further agrees not to undertake any transaction or a series of transactions of any kind with any business contacts of The Company or to collect any fees in connection with business contacts of The Company without the express prior written agreement of The Company, which agreement may be withheld in The Company's sole discretion.

b. **Trade Secrets**. Much of the business information communicated to The Company by Confidant and by Confidant to The Company may be trade secrets to such party. The Confidant and The Company agree to preserve the secrecy of said information. All information, which becomes known through the course of business conducted by and between The Company and Confidant, shall be deemed trade secrets. Said trade secrets include, but are not limited to, prepared information packages; financials; related documents; names of potential acquisitions, intermediaries, contacts and deal sources; deal structures and financial considerations. The Confidant and The Company agree to preserve and protect the secrecy and Confidentiality of such information and shall disclose the same to no third party without the express written permission from the other. This prohibition shall be enforced from the date of this agreement and for a period of five years thereafter.

Initial _____ / _____

c. **Applicability of Agreement**. The Company and Confidant both agree that the provisions of this Agreement extend to the employees and officers of their respective companies/businesses. Said principals further agree to provide the requisite internal security of the subject data within their respective organizations

6. ***NO REPRESENTIONS***

The Confidant understands that The Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither The Company, nor any of its advisors, representatives, agents, or employees shall be liable for utilization of Confidential Information which results from the Confidant's use of said information.

7. ***TERM***

This Agreement shall, by mutual consent of the parties, remain in force and effect for a period of five years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

8. ***JURISDICTION***

The jurisdiction for this Agreement is global and worldwide. Should the Companies assert that a violation has occurred; the parties agree that the Companies shall be entitled to take action to remedy the violation in the local and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the Companies and their counsel

9. ***MISCELLANEOUS***

a. **As** used in the Agreement, the following terms shall have the following means: "Agents or employees" include the directors, officers and employees of any of the parties. It also includes the Confidant, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.

b **No** agency or partnership relationship is created between the parties by this Agreement.

c **No** party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.

d. **ANY** and ALL additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

e. **This** Agreement is made and shall be governed and constructed in accordance the laws of the jurisdiction under which the respective companies are located, or any other applicable jurisdiction. The Company shall decide the proper venue for any action arising from or in connection with the interpretation or enforcement of this Agreement.

f. **If** any portion of this Agreement shall be held invalid such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs legal fees, if a legal action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

g. **This** Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

Initial- _____ / _____

10. ***CONFIDENTIALITY***

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential to both parties, the Companies and the Confidant.

11. ***NON-SOLICITATION***

The Confidant hereby confirms that neither The Company or anyone on The Company's behalf or anyone else has solicited in any way, and no document received or that will be received shall be deemed to be a solicitation. Additionally, the Confidant confirms that there has not been any offer to buy or sell securities and that this or any other document from The Company is not intended to be an offer to buy or sell securities.

12. ***BASIS OF MANAGEMENT ACTIONS***

The Client acknowledges that the Company obtains a wide variety of available information from numerous sources, and the recommendations, advice or business actions developed or carried out by The Company are based upon the professional judgment of The Company, its employees, representatives, processors, and agents. The Client acknowledges that The Company does not guarantee the results of any of its business actions, except as required under the terms of this Agreement. The Client also acknowledges that The Company, management, employees, processors, and agents are not acting in any form of Fiduciary Duty to The Confidant as a Client. The Confidant should seek out licensed professionals in the areas of legal, professional, and finance prior to making financial decision.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

Agreed to and Accepted by: ***PROPERTY SCOUT, INC***

AND Person(s) of Interest;

[redacted]	J[redacted]	9/15/09
(Signature)	(Print Name)	(Date)
[redacted]	D[redacted]	9/15/09
(Signature)	(Print Name)	(Date)

Street Address: [redacted] **City** LAS VEGAS **State** NV

Zip 89131

Property Scout,
Representative;

(Signature)	(By: Authorized, Representative:)	(Date)

EXHIBIT "D"

December 11, 2009

PROPERTY SCOUT, INC.
P.O.BOX 751595
Las Vegas, NV. 89136

Re: Complaint from Mr. J[redacted] C[redacted]

TO: Division of Mortgage Lending

On early November 12, 2009 I gave Mr. J[redacted] C[redacted] a check for $500.00 which I have attached a copy of it cashed and cleared by Mr. J[redacted] C[redacted]. Mr. J[redacted] C[redacted] never asked me about the remaining $500.00 but I do plan to reimburse him the remaining $500.00 as soon as I can. Unfortunately we went out of business due to not having the $32,900 required for bond including collateral. Most of the Clients that Property Scout had weren't even making any forms of payments and that also caused the business account to be left with no funds.
It has been very difficult for me because I was in this business to help people and not to take their money. I have been trying to get a personal loan and due to the fact of me being unemployed at this time it is very difficult to get one.
I am actively looking for employment and in no way am I saying that I will not pay Mr. J[redacted] c[redacted] back. I just need a little time and I promise to refund his remaining $500.00 as soon as possible.

The reason that a payment of $500.00 was taken from Mr. J[redacted] C[redacted] was because Mr. D[redacted] saw me getting all the paperwork for Licensing, Bond and Fingerprints to be submitted to the division and was under the impression that we were already in compliance. Otherwise he wouldn't have collected any money from Mr. J[redacted] C[redacted] or anyone else.

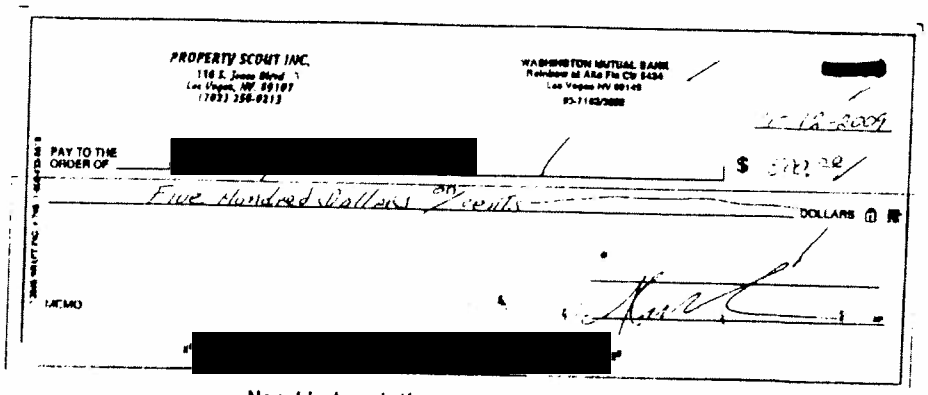
Sincerely,
[redacted]
Raul Estrada
Formerly with Property Scout Inc.

Exhibit 6

Chase Online

BUSINESS FREE CHK (...0147)

Check Number: [redacted] **Post Date:** 11/2009 **Amount of Check:** N/A


PROPERTY SCOUT INC.
116 S. Jones Blvd
Las Vegas, NV 89107
(702) 258-0213

WASHINGTON MUTUAL BANK
Rainbow at Alta Fla Ctr 5434
Las Vegas NV 89149
93-7162/3000

[redacted]

11-12-2009

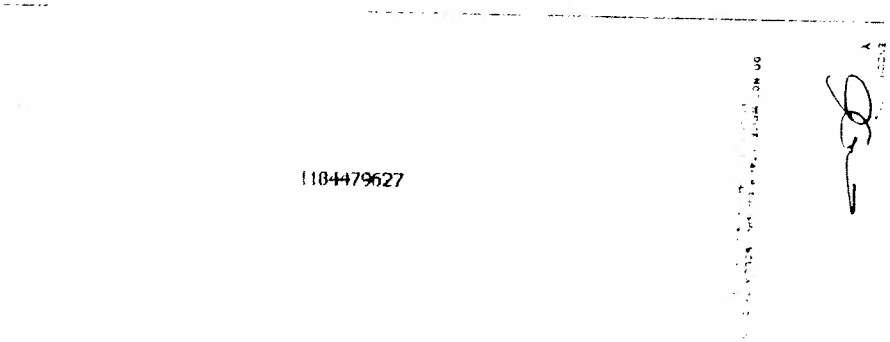
PAY TO THE ORDER OF [redacted] $ 500.00

Five Hundred Dollars on/cents DOLLARS

MEMO

[redacted]

Need help printing or saving this check?


1184479627

Need help printing or saving this check?

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JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING
7220 Bermuda Road, Suite A
Las Vegas, Nevada 89119
(702) 486-0780 Fax (702) 486-0785
www.mld.nv.gov

DIANNE CORNWALL
Director

JOSEPH L. WALTUCH
Commissioner

Complainant: [redacted]

Respondent:

Subject: Affidavit in support of complaint response and attachments

AFFIDAVIT

Pursuant to NRS 53.045 I declare under penalty of perjury under the law of the State of Nevada that statements made in response to the complaint and the documents being provided herein are true and correct.

Executed on 12-11-2009

[redacted]

(Signature)

Raul Estrada (President)

(Print Name and Title)

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR RESPONSE.

EXHIBIT "E"

PROPERTY SCOUT, INC
336 SOUTH JONES
LAS VEGAS, NV 89107
Bus (702) 258-0213 Fax (702) 258-6501

AGREEMENT FOR SERVICE

This agreement dated 5/12/09, is made between **PROPERTY SCOUT, INC** a Nevada Coporation
and M[redacted] H[redacted] and _____
(Client) subjet to and conditioned upon the following:

RECITALS:

WHERAES: PROPERTY SCOUT, INC. is in the business of providing an analysis of real estate secured Debt, income and the potential for restructuring real property-secured debt which may include, But not limited to, entering into negotiations with proposed real estate lender(s) The effect of which is intended to produce a resolution to Client for his or her debt-secured real estate: and

WHERAES: Client wishes to employ PROPERTY SCOUT, INC to perform the following services: analyze Client's debt situation, in respect to his or her real estate, and (b) research potential real property secured debt restructuring options that are or may be available to Client's (c) present Client's respective lender(s) Items (a), (b), and (c) shall be referred to hereinafter individually or collectively as the: Services."

NOW THEREFORE: In consideration of the foregoing and every term, convenant and condition hereafter set forth,

Property Scout, Inc and Client do hereby understand and agree as follows:

1. Client to Provide Complete and Truthful Information. Client shall provide Property Scout, Inc in a timely fashion, all information requested by Property Scout, Inc reasonably necessary for information requested within thirty (30) days of the Effective Date shall constitute a waiver by Property Scout, Inc of any obligation for performance hereunder. Client expressly represents and warrants to Property Scout, Inc that he or she will at all times provide Property Scout, Inc with information that is accurate and true to the best of his or her knowledge. Client hereby agrees to defend and hold harmless Property Scout, Inc from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties herein.

2. PROPERTY SCOUT, INC Performance of Service.

   Research and Analysis. Upon receipt of all information from Client as required herein, Property Scout, Inc shall promptly analyze Client's financial situation and perform whatever research Property Scout, Inc Determines, in its sole and absolute discretion, to be necessary, reasonable or advisable for client's particular and individual situation ("Research and Analysis"). Upon completion of Research and Analysis, Property Scout, Inc shall present to Client the resulting options, including but not limited to practical ways to improve Client's present debt structure with respect to its mortgage secured by real estate. If for any reason Property Scout, Inc deems Client's situation unfavorable for restructuring then Client's documents will be returned to Client, Client will be charged for services rendered the amount of Nine Hundred and Ninety Five Dollars No/100ths Dollars ($995.00) and the sum of One Thousand, Five Hundred and Five Dollars No/100ths Dollars ($1,505.00) will be refunded to the client

Modification, Restructure and or Forbearance Agreement. Upon Client's request, and for an additional fee, Property Scout, Inc will package and present the findings of the research and Analysis to Client's lender(s) for consideration of such service. Property Scout, Inc will perform all follow up communication with such lender(s). Upon approval of any Modification, Respective and or Forbearance Agreement, the respective documents will be forward to the Client either from the Property Scout, Inc or directly from the lender(s)

3. Fees for Analysis.

Research and Analysis. For and in consideration of performance of the Research and Analysis, by executing this agreement Client agrees to pay Property Scout, Inc Two Thousand, Five Hundred Dollars No/100ths Dollars ($2,500.00) upon completion of such Research and Analysis. Client understands and agrees to pay Property Scout, Inc on Client's situation and documentation and is based on unique methodology, including use of proprietary software and information by Property Scout, Inc to be in unique position to be able to offer to Client further services of submitting Modification, Restructure, and or Forbearance Agreement

Modification, Restructure, and or Forbearance Agreement. Should Client elect for Property Scout, Inc to process and package the paperwork for modification, restructure, and or forbearance to Client's lender(s), Client agrees to pay Property Scout, Inc initially a minimum of One Thousand and No/100ths Dollars ($1,000.00) upon acceptance of this agreement, then 30 days there-after client must pay an additional One Thousand and No/100ths Dollars ($1,000.00), the remaining Five Hundred No/100ths Dollars ($500.00) to be paid at the completion of the modification, restructure, and or forbearance agreement by Property Scout, Inc, regardless of the timing of any leader action or response

Refund. Property Scout, Inc will refund only Nine Hundred Ninety Five and No/100ths Dollars ($995.00) of the Two Thousand Five Hundred and No/100ths Dollars ($2,500.00) fees paid by Client to Client and neither party shall have any further obligation under this Agreement if the lender rejects the restructuring request in whole, without benefit of any secondary options, restructuring, modification, or forbearance. Just as previously stated on paragraph 2.

4. Client Advised to Seek Counsel. By virtue of their signature hereunder, Client acknowledges that he or she understand that Property Scout, Inc is not legal service and the employees of Property Scout, Inc are not attorneys and do not give legal advice. Property Scout, Inc strongly urges Client to seek the advice of an attorney before entering into this and any other contract with Property Scout, Inc or any other third party and prior to acting on any recommendation provided to Client by Property Scout, Inc.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Property Scout, Inc makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditional waives any right of action against Property Scout, Inc, its officers, directors, employees, agents and assigns, at law, equity or any other cause of action for any reason, directly, indirectly, or proximately believed to arise out of this Agreement , for any damages of any nature whatsoever that Client's failure to follow any recommendation of Property Scout, Inc, whether any singular, concurrent or series of recommendations are acted upon in whole or in part by Client. This Agreement shall only be construed and enforced under the laws of the State of Nevada.

6. Gender. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, company, corporation, or other legal domestic of foreign entity, all as the context and meaning of Agreement may require.

7. Heading. The paragraph titles and heading contained on the Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction of enforcement of this Agreement or any other purposes including the construction or enforcement of this Agreement or any of its provisions.

8. Cross-references. All cross-references in this Agreement, unless specifically directed to another agreement or documents, refer to provisions in this Agreement and shall not be deemed to be references to overall agreement or to any other agreement or to any other agreements or documents.

9. Time Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

10. Facsimile Signatures. The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

11. Agreement Received. By virtue of their signatures below, Client acknowledges that Client has read, understands and agrees to every term, covenant and condition of this Agreement and that Client has received a true and complete copy hereof, effective the date first above written.

12. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Agreed to and Accepted by: ***PROPERTY SCOUT, INC***

And *Person(s) of Interest:*

[redacted]	M[redacted] H[redacted]	8/11/09
(Signature)	(Print Name Client)	(Date)
(Signature)	(Print Name Client)	(Date)

Property Scout,
Representative:

[redacted]	Robert B Bu[illegible]	8/10/09
(Signature)	(By: Authorized, Representative;)	(Date)

PROPERTY SCOUT INC

336 S JONES

LAS VEGAS, NV 89107

SIGN OFF SHEET:

(MH) I have been told and understand that Property Scout Inc, cannot/will not guarantee any Loan Modification or Short Refi. It is my Lenders decision to approve and do a Loan Modification for Me. Property Scout is only negotiating on my behalf to obtain the best modification for me.

(MH) Property Scout has not advise me in anyway not to continue to make my mortgage payment. Property Scout has informed me that a Loan Modification can/may affect my credit status.

(MH) I understand that a First Modification will be charged a fee of ~~$3750~~ 2500.00 RBO .00 that is on my primary mortgage loan. ~~If a second modification is needed, an additional fee of $1000.00 will be charged for my second loan.~~ A SETTLEMENT cost is based on value of loan. ~~3%~~ 1.5% IF NEGOTIED, NOT TO EXCEED $800.00 RBO RBO

(MH) I understand that a loan modification is designed as a temporary financial relief to help me get Thru my hardship. The length of the modification will be determined by my Lender and that most Lenders require a forebearance plan before a modification is done assuring that I will make my New payment in a timely manner.

(MH) I understand that when my modification has been completed, that I am responsible for the balance Due to Property Scout Inc. If I decide to cancel (because of personal reasons) after my loan Modification has been completed it will still be my responsibility to pay Property Scout Inc my remaining balance.

(MH) A deposit of ~~$1875.00~~ 500.00 ~~will be paid today and balance (due 30 days after~~ RBO

I HAVE READ AND UNDERSTAND ALL THE ABOVE.

[redacted] DATE 8/11/09

M[redacted] H[redacted]
M[redacted] H[redacted]
[redacted] CRESCENT RIDGE LN.
LAS VEGAS, NV 89134-0302

90-7162/3222
3894618724

[redacted]

DATE 8/12/09

PAY TO THE ORDER OF Property Scout $ 500.

Five hundred DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
Washington Mutual Branch
Antioch Financial Center
3200 Delta Fair Boulevard, Antioch, CA 94509

MEMO

[redacted]

Received by - [redacted]
8/12/09.

RECEIPT

date 8/12/09 No. 489066

received from [redacted] 500.00

amount Five Hundred Dollars

for payment of [redacted] Crescent Ridge Lane

cash money order credit card check # 2455

amount due	2500	00
amount paid	500	00
balance	2000	00

from to

signature

SC1152WS

PROPERTY SCOUT,INC
336 SOUTH JONES
LAS VEGAS, NV 89107
Bus (702)258-0213 Fax (702) 258-6501

NON-DISCLOSURE AND CONFIDENTIALITY

This ***NON-DISCLOSURE, NON-CIRCUMVENTION, NON-SOLICITATION "The Agreement"*** is effective as of 8/12/09 between ***PROPERTY SCOUT***, whose administrative office address is(336 S. Jones, Blvd Las Vegas, Nevada 89107) individually or collectively, and on behalf of any/all/other affiliated companies, or approved agents and official representatives of the above organization (hereinafter "The Company") and

Name M[redacted] H[redacted]
Name
Street Address [redacted] CRESCENT RIDGE LN City LAS VEGAS State NV
Zip Code 89134 County CLARK

1. ***PURPOSE***

The parties to this Agreement desire to engage in a business relationship. This Agreement combines a non-disclosure, non-competition, non-solicitation, and non-circumvention agreement. The parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, business contacts, trade secrets, business entity formation and structuring, and real estate investments and lending planning. In connection with these discussions, it may be necessary and/or desirable for The Company to provide the Confidant with, or allow access to, propriety, technical, or business date, and/or other confidential information of The Company (collectively the "Confidential Information"). Therefore, the Confidant, individually and on behalf of those parties represented, agrees that they are bound by an obligation of Confidentiality. The Company believes, and the Confidant hereby agrees, that The Company's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Confidant's willingness to engage in the contemplated business discussions and planning. The confidant agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of the Agreement both in a professional and personal capacity.

2. ***CONFIDENTIAL INFORMATION***

Confidential Information shall include, and shall be deemed to include, all information conveyed by The Company to the Confidant orally, in writing, by demonstration, or by the media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, the way of example but without limitation loan programs and methods, data, know-how, contacts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of The Company, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly be demonstrated to be:

Generally known or available to public, through no act or omission on the part of the receiving party; or **Provided** to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of Confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

3. ***OBLIGATION OF CONFIDENTIALITY***

The Confidant agrees that when receipt of any Confidential Information has occurred:
The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall protect such information from disclosure by reasonable means, including but not t limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.

a. Confidant shall reasonable protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable Confidential and proprietary information.

b. The Company shall permit access to its Confidential Information to the Confidant's agent or employees or third parties only if such disclosure is reasonably believed to be necessary to the purpose of the Confidant evaluation, contemplating, recommending, or engaging in any program or service offered by The Company or for the purpose of entering in to a business relationship with The Company, and only if said agents, employees, or this parties:
Reasonably required access to the Confidential Information for purposes approved by this Agreement, and
Have been appraised of this Agreement and the Confidant's obligations to maintain the trade secrets status of Confidential Information and to restrict its use as provided by this Agreement.

4. ***OBLIGATION OF NON-COMPETITION***

The confidant agrees that during the time that this agreement is enforce and for a period of 2 years thereafter The Confidant will not, either directly or indirectly, either as a partner or as an officer, director, shareholder, or employee or agent or servant of any corporation or partnership, solicit orders from any customer of the company for such services as are produced and/or sold by The Company, within the United States and that The Confidant will similarly not engage in a business that is in direct competition to the Company within the said period and within the United States.

5. ***NON-CIRCUMVENTION***

a. **Further contacts with the Opportunity** (No Circumvention). Confidant agrees not to contact or initiate contact at any time for any purpose, either directly or indirectly, the business contacts of The Company or any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the business contacts of The Company, or any other property or properties whose identity was revealed through the efforts of The Company, unless such approval is specifically granted in written form by The Company on a case by case basis. Confidant further agrees not to undertake any transaction or a series of transactions of any kind with any business contacts of The Company or to collect any fees in connection with business contacts of The Company without the express prior written agreement of The Company, which agreement may be withheld in The Company's sole discretion.

b. **Trade Secrets**. Much of the business information communicated to The Company by Confidant and by Confidant to The Company may be trade secrets to such party. The Confidant and The Company agree to preserve the secrecy of said information. All information, which becomes known through the course of business conducted by and between The Company and Confidant, shall be deemed trade secrets. Said trade secrets include, but are not limited to, prepared information packages; financials; related documents; names of potential acquisitions, intermediaries, contacts and deal sources; deal structures and financial considerations. The Confidant and The Company agree to preserve and protect the secrecy and Confidentiality of such information and shall disclose the same to no third party without the express written permission from the other. This prohibition shall be enforced from the date of this agreement and for a period of five years thereafter.

c. **Applicability of Agreement**. The Company and Confidant both agree that the provisions of this Agreement extend to the employees and officers of their respective companies/businesses. Said principals further agree to provide the requisite internal security of the subject data within their respective organizations

6. *NO REPRESENTIONS*

The Confidant understands that The Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither The Company, nor any of its advisors, representatives, agents, or employees shall be liable for utilization of Confidential Information which results from the Confidant's use of said information.

7. *TERM*

This Agreement shall, by mutual consent of the parties, remain in force and effect for a period of five years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

8. *JURISDICTION*

The jurisdiction for this Agreement is global and worldwide. Should the Companies assert that a violation has occurred; the parties agree that the Companies shall be entitled to take action to remedy the violation in the local and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the Companies and their counsel

9. *MISCELLANEOUS*

a. As used in the Agreement, the following terms shall have the following means: "Agents or employees" include the directors, officers and employees of any of the parties. It also includes the Confidant, any corporation, partnership, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.

b No agency or partnership relationship is created between the parties by this Agreement.

c No party has an obligation under this Agreement to purchase any service or item from any of the other parties, or to offer any service or item for sale to any the other parties and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the parties hereto.

d. ANY and ALL additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

e. This Agreement is made and shall be governed and constructed in accordance the laws of the jurisdiction under which the respective companies are located, or any other applicable jurisdiction. The Company shall decide the proper venue for any action arising from or in connection with the interpretation or enforcement of this Agreement.

f. If any portion of this Agreement shall be held invalid such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs legal fees, if a legal action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

g. This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

10. *CONFIDENTIALITY*

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential to both parties, the Companies and the Confidant.

11. *NON-SOLICITATION*

The Confidant hereby confirms that neither The Company or anyone on The Company's behalf or anyone else has solicited in any way, and no document received or that will be received shall be deemed to be a solicitation. Additionally, the Confidant confirms that there has not been any offer to buy or sell securities and that this or any other document from The Company is not intended to be an offer to buy or sell securities.

12. *BASIS OF MANAGEMENT ACTIONS*

The Client acknowledges that the Company obtains a wide variety of available information from numerous sources, and the recommendations, advice or business actions developed or carried out by The Company are based upon the professional judgment of The Company, its employees, representatives, processors, and agents. The Client acknowledges that The Company does not guarantee the results of any of its business actions, except as required under the terms of this Agreement. The Client also acknowledges that The Company, management, employees, processors, and agents are not acting in any form of Fiduciary Duty to The Confidant as a Client. The Confidant should seek out licensed professionals in the areas of legal, professional, and finance prior to making financial decision.

IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

Agreed to and Accepted by: ***PROPERTY SCOUT, INC***

AND Person(s) of Interest; [redacted]

[redacted]	M[redacted] H[redacted]	8/11/09
(Signature)	(Print Name)	(Date)
(Signature)	(Print Name)	(Date)

Street Address: [redacted] CRESCENT RIDGE LN **City** LAS VEGAS **State** NV

Zip 89134

Property Scout,
Representative:

[redacted]	[signature]	8/12/09
(Signature)	(By: Authorized, Representative;)	(Date)