



EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL, EXCHANGE OR LEASE UNIMPROVED PROPERTY LISTING AGREEMENT (ER)

1 **1. EXCLUSIVE RIGHT TO SELL:** I/We, Apex Industrial Rail LLC ("Seller")
 2 hereby employs and grants Realty Specialists, Luxe Estates Col. ("Broker") the exclusive and irrevocable
 3 (Company Name)
 4 right, commencing on 06/30/2014, and expiring on midnight, 1/30/2015 ~~06/30/2015~~ to sell, lease or
 5 exchange the Real Property located in T 18 /R 63
 6 /S 34 City of N Las Vegas, County of Clark, Nevada, APN
 7 #: see addendum situated at or near: Near N. Las Vegas Blvd, N Las Vegas, Nev
 8 89124 ("the Property").

10 **2. TERMS OF SALE:** The listing price shall be \$ 2,298,000.00, terms available: cash

13 **3. TITLE INSURANCE:** Seller agrees to provide Buyer with a policy of title insurance in the amount of the
 14 selling price.

16 **4. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller
 17 and is not fixed, suggested, controlled or recommended by GLVAR, MLS, CALV or any other person not a party
 18 to this Agreement. Seller agrees to pay Broker as compensation for services:

20 **IF A SALE:** 6.000 % of the gross selling price of the Property
 21 AND / OR \$ _____ (flat fee amount). Seller acknowledges that Broker will offer 2.000 %
 22 or \$ _____ to the cooperating broker who is the procuring cause of the sale. Seller acknowledges that offers of
 23 cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

25 **IF A LEASE:** _____ % of the total gross rents of the first term of the lease and _____ % of the
 26 second (option) term of the lease agreed to be paid by lessee
 27 AND / OR \$ _____ (flat fee amount). If leased, Broker agrees to pay _____ % or \$ _____
 28 to the cooperating broker who is the procuring cause of the lease. Seller acknowledges that offers of cooperative
 29 compensation are between brokers and are not negotiable between the Seller and Buyer.

- 31 Commissions shall be paid:
- 32 a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above
 - 33 terms or any other price and terms acceptable to Seller during the above time period or any extension of said time
 - 34 period;
 - 35 b. if the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by
 - 36 a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time
 - 37 period;
 - 38 c. if within 180 calendar days of the final termination, including extensions, of this Agreement,
 - 39 the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or
 - 40 to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters
 - 41 into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of
 - 42 this Agreement.
 - 43 d. in the event of an exchange, permission is hereby given to the Broker to represent such parties as
 - 44 Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all
 - 45 parties.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: [Signature]

46 c. if completion of sale is prevented by default of Seller, then upon such default, Broker is authorized to
47 take any action reasonably necessary to collect said commission.

48 f. if completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its
49 commission only if and when Seller collects damages by suit or otherwise, and then in an amount not less than
50 one-half of the damages recovered, but not to exceed the above compensation after first deducting title expenses,
51 escrow expenses and the expenses of collections if any. Broker is authorized to cooperate and divide with other
52 brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker
53 the funds and proceeds of Seller in escrow equal to the above compensation. In the event any sum of money due
54 under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of
55 (_____) percent per annum from the due date until paid.
56

57 **5. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or
58 lease.
59

60 **6. AGENCY RELATIONSHIP:**

61 a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of
62 the Seller and may also designate a licensee of the Broker who shall act as the representative of the seller in any
63 resulting transaction.

64 b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to
65 act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker
66 and the designated licensee shall disclose to Seller any election to act as an agent representing more than one
67 party and obtain the written Consent To Act Form signed by all parties to the transaction.

68 c. Broker may also have licensees in its company who are agents of the Buyer who may show and
69 negotiate an offer to purchase Seller's Property. In this event the licensees that represent the Buyer will only
70 represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does
71 not require a Consent To Act form.
72

73 **7. BROKER HELD HARMLESS:** Seller agrees to indemnify, defend, and hold Broker harmless from all
74 claims, disputes, litigation, and/or judgments arising from any information supplied by Seller or from any material
75 facts which Seller fails to disclose. This shall include, but is not limited to, the presence of hazardous materials,
76 undisclosed easements, unrecorded earth fill and any other condition discovered in a soils report.
77

78 **8. SIGN:** Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.
79

80 **9. TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of
81 Foreign Investment in Real Property Tax Act (FIRPTA) (Internal Revenue Code Section 1445).
82

83 **10. MEDIATION/ARBITRATION:** Broker and Seller hereby agree that any dispute concerning the terms and
84 conditions of this contract shall be resolved through mediation and/or arbitration proceedings at the GLVAR in
85 accordance with the standards of practice of the National Association of REALTORS® and GLVAR's rules of
86 procedure. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or
87 terminated in accordance with this paragraph.
88

89 **11. MULTIPLE LISTING SERVICE (MLS):** Broker is a Participant of THE GREATER LAS VEGAS
90 ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS) and/or a Member of Commercial
91 Alliance Las Vegas (CALV). Listing information will be provided to the:

92 MLS -and/or- the CALV site

93 to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations
94 and Sections 13 and 14 herein, unless the Seller signs Instructions to Exclude. Broker is authorized to cooperate

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS:  / _____

95 with other real estate Brokers, and to report the sale, its price, terms and financing for the publication,
96 dissemination, information and use by MLS Participants and Subscribers.

97

98 **12. ADVERTISING:** Seller acknowledges that, unless Seller signs a photo exclusion, a photo of the property
99 may be taken for publication in the MLS and/or the CALV computer system. Subject to Section 13 (if applicable),
100 Seller agrees that the property may be advertised in all forms of media including but not limited to electronic and
101 print advertising.

102

103 **13. SELLER OPT OUTS:** (Complete this section ONLY if the listing will be placed on the MLS.) Seller
104 further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS
105 brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as
106 realtor.com and lasvegasrealtor.com, and that such sites are generally available to the public. Some, but not all, of
107 these websites may include a commentary section where consumers may include reviews and comments about the
108 Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition,
109 some, but not all, of these websites may display an automated estimate of the market value of the Property in
110 immediate conjunction with the listing, or provide a link to the estimate. Seller may opt-out of any of the
111 following by initialing the appropriate space(s) below:

112

113 a. _____ I/we have advised the Broker that I/we **DO NOT** want the listed Property
114 to be **displayed on the Internet** (the listing will not appear on any Internet site). In selecting this option,
115 Seller understands that consumers who conduct searches for listings on the Internet will not see
116 information about the listed property in response to their search.

117

118 b. _____ I/we have advised the Broker that I/we **DO NOT** want the address of the
119 listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but
120 the Property address will not appear in conjunction with the listing).

121

122 c. _____ I/we have advised the Broker that I/we **DO NOT** want a commentary section
123 displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at
124 the request of the seller).

125

126 d. _____ I/we have advised the Broker that I/we **DO NOT** want an automated
127 estimate of value displayed or linked to the listed Property (the site operator may indicate that the
128 feature was disabled at the request of the seller).

129

130 **-OR-**

131

_____ Seller does **NOT** opt out of any of the above.

132

133 **14. USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics,
134 video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other
135 copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing
136 Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise
137 distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,
138 irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and
139 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute
140 the Seller Listing Content or any derivative works thereof in any medium. This non-exclusive license shall
141 survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that
142 the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or
143 infringe upon the rights, including any copyright rights, of any person or entity.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: _____ / _____

144 15. NEVADA LAW: This Agreement is executed and intended to be performed in the State of Nevada, and the
145 laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the
146 county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or
147 mediation related to this Agreement.

148
149 16. ENTIRE CONTRACT: All prior negotiations and agreements between the parties are incorporated in this
150 Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and
151 exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence
152 of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or
153 modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which
154 shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered
155 except through a written agreement signed by all of the parties hereto.

156
157 17. PARTIAL INVALIDITY: In the event that any provision of this Agreement shall be held to be invalid or
158 unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any
159 respect whatsoever.

160
161 18. ATTORNEY'S FEES: In the event suit is brought by either party to enforce this Agreement, the prevailing
162 party is entitled to court costs and reasonable attorney's fees.

163
164 19. WARRANTY OF OWNERSHIP: Seller warrants that Seller is the sole Owner of the Property or has the
165 authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands
166 this Agreement, agrees to the terms thereof, and has received a copy.

167
168 20. FORECLOSURE: Seller understands that failure to make loan payments may result in foreclosure of the
169 Property by a mortgage holder and/or lien holder. Seller represents that a Notice of Default (Breach) and Election
170 to Sell has not -OR- has (date: _____) been recorded against the Property. If a Notice of
171 Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify
172 Broker within five (5) business days of receipt of such a notice. Seller understands that the recording of a
173 Notice of Default begins a statutory foreclosure period, which lasts a minimum of three (3) months and twenty
174 (20) days. Seller understands that if the Property is not sold to a buyer before a foreclosure sale (Trustee's Sale) of
175 the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a
176 foreclosure. Seller Initials

177
178 21. SIGNATURES: This Agreement may be signed by the parties manually or electronically (digitally) and on
179 more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile
180 signatures may be accepted as original.

181
182 22. ADDITIONAL TERMS: Realty Specialists and Luxe Estates Collection to
183 co-list the properties together.

184
185 Listing to include parcel #103-34-010-009, 103-34-010-010,
186 103-34-010-011, 103-34-010-012, 103-34-010-013, and 103-34-010-014
187 which consist of approximately 38.30 acres.

188
189 Excludes Fishbeck Properties from this Agreement

190
191

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.


SELLER(S) INITIALS: /

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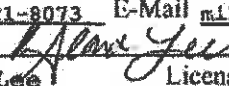
201 THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER
202 LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL
203 VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES
204 THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.
205

206 By signing below, Seller consents to receive transmissions sent from Broker to the fax number(s)
207 and/or e-mail address(es) set forth. Seller agrees to keep Broker advised of his/her address and
208 telephone number (or a number where they may be reached within 24 hours) at all times during
209 the term of this Agreement.

210
211 **SELLER:**

212
213 Date June 25, 2014 Telephone (949) 622-0162 FAX _____ E-Mail covgroup@aol.com
214 Seller's Signature  Seller's Signature _____
215 Printed Name: Apex Industrial Rail LLC Printed Name: David T. Lawler, Mgr.
216 Address PO Box 1896 City Eastsound State wa Zip 98245

217
218
219 **BROKER:**

220
221 Company Realty Specialists, Luxe Estates Col.
222 Address 9494 W. Flamingo Rd #102 City Las Vegas State Nv Zip 89147
223 Telephone (702) 221-8020 FAX (702) 221-8073 E-Mail mike@planetforsale.com / alana@luxestates.com
224 Designated Licensee Signature  License No. 45463 / 0144425 com
225 Printed Name: Michael Longi / Alana Lee Licensee's Telephone: (702) 221-8020 / 702-581-8371
226 Broker's Signature _____ Date: June 25, 2014
227 Printed Name: Michael Longi License No. 45463

228
229 **AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**
230

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS:  / _____



WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or financing of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

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Seller(s) Initials

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homebuyer who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Helpline at 1-800-669-9777, 1-800-290-1617 (TYY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.



**GREATER LAS VEGAS ASSOCIATION OF REALTORS®
FIRPTA AFFIDAVIT NON-FOREIGN SELLER 2013**

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NOTICE TO SELLER: If you require assistance to understand the Foreign Investment in Real Property Act and its application to you, please consult with your tax advisor. Real Estate Brokers are not permitted to give respect in such matters.

Section 1445 of the Internal Revenue Code provides that a Buyer of United States real property must withhold tax if the seller is a foreign person or a foreign legal entity. To inform the Buyer that withholding of tax is not required upon the disposition of the Property described below; the undersigned Seller executes this Affidavit. Seller understands that this certification may be disclosed to the Internal Revenue Service by Buyer or his/her agents and that any false statements may be punished by fine, imprisonment or both.

This Affidavit is executed in connection with the sale of the Property described below:

Address: Near N. Las Vegas Blvd

City: N Las Vegas State: Nev Zip: 89124

Legal Description or as described in Exhibit A attached hereto.

INDIVIDUAL SELLER

1. I am not a Foreign Person for the purposes of United States income taxation.
2. My United States taxpayer identification number (Social Security Number) is: _____
3. My home address is:
PO Box 1896, Eastsound, Wa 98245

Under the penalties of perjury I declare that I have examined this Certification to the best of my knowledge and belief, it is true, correct and complete.

Name of Individual Seller: Apex Industrial Rail LLC

Signature: 

Date: 6/26/14 Time: _____

Property Address: Near N. Las Vegas Blvd, N Las Vegas, Nev 89124

SELLER(S) INITIALS: 

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>Alana Lee</u> whose license number is <u>BS.0144425</u> . The licensee is acting for [client's name(s)] <u>Apex Industrial Rail LLC</u> who is/are the <input checked="" type="checkbox"/> Seller/Landlord; <input type="checkbox"/> Buyer/Tenant.
Broker: The broker is <u>Michael Longi</u> , whose company is <u>Realty Specialists</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:

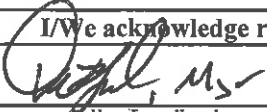
A Nevada real estate licensee shall:

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 _____ may *or* _____ 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></u> _____ Buyer/Tenant	<u>6/26/14</u> _____ Date	_____ _____ Time	_____ _____ Buyer/Tenant	_____ _____ Date	_____ _____ Time
_____ _____ Seller/Landlord	_____ _____ Date	_____ _____ Time	_____ _____ Buyer/Tenant	_____ _____ Date	_____ _____ Time

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1. Apex Industrial Real, LLC ENTITY SELLER ("Seller") is not a foreign corporation, foreign partnership, foreign trust, foreign estate or holding corporations (USRPICs) as those terms are defined under United States law, code or the Internal Revenue Service Code or Income Tax Regulations.
2. The Seller's United States taxpayer identification number is: 46-225 7813
3. The Seller's business address is: PO Box 1896 Eastsound WA 98245
4. If Seller is a corporation, the Seller's place of incorporation is Nevada

Under the penalties of perjury I declare that I have examined this Certification to the best of my knowledge and belief, it is true, correct and complete.

Name: David T. Lawlor
 Title: Manager
 Signature: [Signature]
 Date: 6/26/14 Time: _____

Buyer or Qualified Substitute, as applicable, must retain this Affidavit and make it available to Internal Revenue Service upon request.

NOTICE TO SELLER OR BUYER: An affidavit should be signed by each individual or entity seller as it applies. Any questions relating to the legal sufficiency of this form, or to whether it applies in a particular transaction, or to the definition of any terms used, should be referred to a professional tax advisor or the Internal Revenue Service.

Received by _____ Buyer _____ Qualified Substitute
 Name: _____
 Title: _____
 Signature: _____
 Date: _____ Time: _____

Property Address: Near N. Las Vegas Blvd, N Las Vegas, Nev 89124 SELLER(S) INITIALS: _____ / _____