



March 25, 2025

**BY ELECTRONIC MAIL**

State of Nebraska  
PO BOX 98940  
Lincoln, Nebraska 68509  
Attention: Brent Flachsbart

- Re: *Exclusive Sales/Lease Listing Agreement***
- 1. *1313 Farnam Street, Omaha, Douglas County, Nebraska 68102***
  - 2. *Parking Garage***
    - a. *1313 Harney Street, Omaha, Douglas County, Nebraska 68102***
    - b. *413 S 14<sup>th</sup> Street, Omaha, Douglas County, Nebraska 68102***
    - c. *1314 Howard Street, Omaha Douglas County, Nebraska 68102***
- Known collectively as ("Property")***

Dear **Brent**,

Thank you for selecting CBRE, Inc. ("CBRE", "us", "we", "our") to represent the **State of Nebraska** ("you", "your"). The terms of this engagement are contained in this agreement ("Agreement").

1. This Agreement shall terminate on **September 30, 2026** ("Term").
2. During the Term, you appoint us as your limited agent with the exclusive right to list and market the Property for lease and/or sale and to negotiate lease and/or sale agreements for the Property (which includes portions thereof). If, during the Term, the Property is removed from the market for sale because escrow is opened or an offer to purchase the Property is accepted, and if that sale is not consummated for any reason, then the Term will be extended by the longer of the number of days that (i) escrow was open or (ii) the Property was removed from the market, but in no event more than 180 calendar days in the aggregate.
3. We will commit the appropriate number of qualified and licensed professionals to this engagement. Your "Listing Team" is comprised of **Dale Scott, Jami Heidemann, Jeremy Fink and Cole Scott**. We will have the right to change members of the Listing Team as necessary and appropriate.
4. You acknowledge and agree that as your limited agent, CBRE has the following duties and responsibilities to you, as the client, as an Agent or a Dual Agent (as applicable):

**AGENT'S DUTIES AND RESPONSIBILITIES**

- (a) A licensee representing a Seller or Landlord as a Seller's Agent or a Landlord's Agent shall be a limited agent with the following duties and obligations:
  - (i) To perform the terms of the written agreement made with the client;
  - (ii) To exercise reasonable skill and care for the client;
  - (iii) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
    - Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

- Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or a letter of intent to lease;
    - Disclosing in writing to the client all adverse material facts actually known by the licensee; and
    - Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee;
  - (iv) To account in a timely manner for all money and property received;
  - (v) To comply with all requirements of Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act (the “Act”), and any rules and regulations promulgated pursuant to such sections or act; and
  - (vi) To comply with any applicable federal, state and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.
- (b) A licensee acting as a Seller’s or Landlord’s Agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action for any person shall arise against a licensee acting as a Seller’s or Landlord’s Agent for making any required or permitted disclosure.
- (c) A licensee acting as a Seller’s or Landlord’s Agent owes no duty or obligation to a customer, except that a licensee shall disclose in writing to any customer all adverse material facts actually known by the licensee. The adverse material facts may include adverse material facts pertaining to:
- (i) any environmental hazards affecting the Property which are required by law to be disclosed;
  - (ii) the physical condition of the Property;
  - (iii) any material defects in the Property;
  - (iv) any material defects in the title to the Property; or
  - (v) any material limitation on the client’s ability to perform under the terms of the contract.
- (d) A Seller’s or Landlord’s Agent owes no duty to conduct an independent inspection of the Property for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.
- (e) A Seller’s or Landlord’s Agent may show alternative properties not owned by the client to prospective Buyers or Tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.
- (f) A Seller or Landlord may agree in writing with a Seller’s or Landlord’s Agent that other designated brokers may be retained and compensated as subagents.
- (g) Any designated Broker acting as a subagent on the Seller’s or Landlord’s behalf shall be a Limited Agent with the obligations and responsibilities set forth in subsections (a) through (f) above.

**DUAL AGENT’S DUTIES & RESPONSIBILITIES:**

- (a) A licensee may act as a Dual Agent only with the informed consent of all parties to the transaction. The informed consent is evidenced by a written agreement pursuant to Section 76-2422 of the Act.

- (b) A Dual Agent shall be a limited agent for both the Seller and Buyer or the Landlord and Tenant, as applicable, and shall have the duties and obligations required by Sections 76-2417 and 76-2418 of the Act unless otherwise provided for in this section.
- (c) Except as provided in subsections (d) and (e) below, a Dual Agent may disclose any information to one client that the licensee gains from the other client if the information is relevant to the transaction or client.
- (d) The following information shall not be disclosed by a Dual Agent without the informed written consent of the client to whom the information pertains:
  - (i) That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the Property;
  - (ii) That a Seller or Landlord is willing to accept less than the asking price or lease rate for the Property;
  - (iii) What the motivating factors are for any client buying, selling or leasing the Property;
  - (iv) That a client will agree to financing terms other than those offered.
- (e) A Dual Agent shall not disclose to one client any confidential information about the other client, unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.
- (f) No cause of action for any person shall arise against a Dual Agent for making any required or permitted disclosure.
- (g) A Dual Agent does not terminate the Dual Agency relationship by making any required or permitted disclosure.
- (h) In a Dual-Agency relationship there shall be no imputation of knowledge or information between any client and the Dual Agent or among persons within an entity engaged as a Dual Agent.

5. The initial lease offering rate will be TBD by Market.

The initial sale listing price will be TBD by Market.

It is your right to: (a) approve, modify, reject or disapprove any and all proposals and offers as well as any prospective tenants and/or prospective purchasers for the Property and (b) adjust the terms and conditions of any offer made, including but not limited to, adjusting the Property's listing price or lease offering rate.

- 6. We will work with you to create and implement a strategy to sell and/or lease the Property, including preparation of appropriate and customary marketing materials (such as an offering brochure). In developing the strategy, we will rely on (without requirement to verify) any information provided to us by you, your agents, affiliates and/or any of the Property's managers. However, we will not issue any written marketing materials without your prior written approval. Further, you authorize us to place one or more signs on the Property as we deem appropriate. ~~You agree to reimburse us for reasonable out of pocket marketing expenses approved by you, up to a maximum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).~~ Reimbursement is due upon the receipt of an invoice.
- 7. The success of this engagement relies, in part, on cooperation and communication between you and CBRE. Therefore, you agree to: (i) provide us with all available information to assist us in marketing the Property; (ii) immediately refer to us all leasing and/or purchase inquiries for the Property; and (iii) conduct all negotiations with prospective tenants and/or prospective purchasers exclusively through us.

8. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.
9. You agree that you and/or your legal counsel are solely responsible for determining the legal sufficiency of any documents to be executed by you in any transaction contemplated by this engagement as well as the tax consequences of any such transaction. You are also responsible for evaluating any offers and determining with whom you will negotiate or enter into a transaction. While we may assist you in gathering reasonably available information, we cannot represent or warrant the creditworthiness of any prospect and/or their ability to satisfy their obligations under a lease or sale agreement. All final business and legal decisions shall be made solely by you. Notwithstanding any designation of us as "agent" in this Agreement, we will have no right, power, or authority to enter into any agreement with any prospective tenant, prospective purchaser, real estate licensee or agent, or any other person in the name of, on behalf of, or otherwise binding upon you.
10. We will earn, and you agree to pay us, a commission in accordance with this Agreement and the commission schedule attached as Exhibit A to this Agreement (the "Commission Schedule") if either of the following occur:
  - (a) during the Term, you enter into an agreement to lease or sell the Property to a tenant or a purchaser, whether procured by us, you or anyone else and, in the event of a sales contract, the sale of the Property subsequently closes (whether during or after the Term); or
  - (b) within one hundred twenty (120) days after the expiration of the Term or after the Agreement otherwise terminates (the "Post Term"), the Property is leased to, sold to, or negotiations continue, resume or commence leading to a lease or sale of the Property during the Post Term or thereafter to any person or entity with whom CBRE negotiated (either directly or through another licensee or broker) or to whom the Property was submitted during the Term, or any such person's or entity's successors, assigns, or affiliates ("Existing Prospect"), or you enter into an agreement to sell the Property to an Existing Prospect and the sale of the Property subsequently closes (whether during or after the Post-Term). You agree that CBRE is authorized to continue negotiations with Existing Prospects. We will submit to you a list of such Existing Prospects no later than fifteen (15) business days following the expiration or termination of the Term; provided, however, that if a written offer has been submitted prior to said expiration or termination date, then it shall not be necessary to include the offeror's name on the list.
11. If you intend to sell, transfer or otherwise dispose of your interest in the Property while this Agreement is in effect or during the Post Term, you agree to notify us in writing (including the name and address of the escrow or closing agent, if any) at least ten (10) days before that transaction closes. In addition to a sale commission due to us, you agree to remain responsible for payment of lease commissions earned by us (or that may accrue in the future) unless the person or entity to whom you transfer the Property assumes your obligations, in writing, in a form reasonably acceptable to us. Earned but unpaid lease commissions will be automatically accelerated and paid at the closing of such transaction regardless of any other installment payment timetable previously agreed upon. This Agreement is an irrevocable instruction to the escrow or closing agent to pay lease commissions owed to us from deposited funds at closing, unless you or CBRE have entered into a satisfactory written agreement with the transferee to assume the obligation.
12. You agree that we are authorized to cooperate with and, if appropriate, share our commission with "Cooperating Agents" (such as a licensee representing a prospective purchaser and/or a prospective tenant). We will be responsible for paying the fee or commission due to the Cooperating Agent (if any) provided the Cooperating Agent: (i) represents the prospective tenant and/or prospective purchaser pursuant to a written agreement, a copy of which is furnished to us prior to the execution

of the transaction; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement.

13. (a) The Listing Team are your limited agents to the exclusion of all of CBRE's other licensees. All other CBRE licensees shall be referred to as "Non-Listing Team Licensees" and shall be considered Cooperating Agents. You acknowledge that we are an international brokerage firm and that we may represent prospective tenants and/or potential purchasers. You agree that our representation of such prospective purchasers or prospective tenants by Non-Listing Team Licensees shall not result in dual agency. As noted above, CBRE understands and agrees that the Listing Team owes you a duty of good faith, loyalty, and fidelity, and as such, shall not disclose your confidential information to prospective purchasers or prospective tenants or their agents, even if represented by Non-Listing Team Licensees. You agree that the Non-Listing Team Licensees owe their clients a duty of good faith, loyalty, and fidelity and shall not disclose their client's confidential information to you or to the Listing Team. In the event that the Listing Team, or any member thereof, has a potential conflict of interest (such as a Listing Team member proposing to act for a potential purchaser or potential tenant), then we will disclose the conflict to you pursuant to Nebraska law and obtain your consent to the Listing Team acting as limited dual agents with the duties set forth above. You acknowledge and agree that CBRE shall not disclose any confidential information about you unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute fraudulent misrepresentation.
- (b) You also acknowledge that CBRE and its affiliates provide a wide range of real estate services and certain CBRE affiliates (including employees), may: (a) assist with the sale of the Property; (b) represent clients who have competing interests in such transaction(s), including assisting prospective purchasers with the financing or valuation of the Property, and (c) pay and/or receive referral fees and other compensation relating to the foregoing, including to and from CBRE.
14. Questions regarding environmental and zoning issues may arise during the course of our representation. CBRE is not obligated to perform, and has not made any investigation of the physical conditions or zoning issues relating to the Property. You agree to disclose to us and allow us to disclose to prospective purchasers and/or prospective tenants everything you know (after reasonable inquiry by you) regarding present and future property issues including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters affecting the Property and/or the Property's condition. You further acknowledge and agree that CBRE is required to disclose adverse material facts to any prospective tenant or purchaser. Pursuant to Neb. Rev. Stat. §76-2403, "adverse material facts" may include (i) any environmental hazards affecting the property which are required by law to be disclosed, (ii) the physical condition of the property, (iii) any material defects in the property, (iv) any material defects in the title to the property, or (v) any material limitation on your ability to perform under the terms of the contract. You acknowledge that as your limited agent, we have no duty to conduct an independent inspection of the Property for the benefit of the tenant or prospective tenant (or purchaser or prospective purchaser, if applicable) and owe no duty to independently verify the accuracy or completeness of any statement made by you or any independent inspector.
- ~~15. If the Property becomes the subject of foreclosure proceedings before the expiration of the Term, then in our sole and absolute discretion we may: (a) suspend this Agreement until we elect to reinstate it or (b) terminate this Agreement and enter into a listing agreement with any receiver, party initiating foreclosure, party purchasing the Property at a foreclosure sale, or any other third party.~~
16. In the event you fail to pay us our lease commissions within ten (10) days after they are due, we are authorized to provide a copy of this Agreement to the tenant of the subject lease, and that tenant is hereby irrevocably instructed by you to pay our lease commissions from any deposits or rental payments. You hereby irrevocably assign those deposits and rental payments to CBRE to the extent necessary to pay us our commissions. To the extent legally permissible, we are authorized to deduct

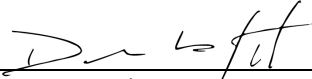
our commissions from any security deposits or rental payments made by a tenant in connection with a lease transaction contemplated by this Agreement. You will credit such tenant for any payments made to us pursuant to this paragraph against any payments due under their lease. Further, you waive any claim, action or right, whether at law or in equity, against the tenant arising or resulting from their payments to us pursuant to this paragraph in lieu of any payments to be paid by the tenant to you under their lease.


17. While we are confident that this relationship will be mutually satisfactory, the parties agree to resolve any disputes subject to the following:
  - (a) if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and each party waives all rights to and claims for relief other than for compensatory damages; and
  - (b) **EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
18. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders governing each party's respective participation in any transaction contemplated by this Agreement. Further, each party acknowledges that: (a) it is illegal to refuse to display or lease or sell to or from any person because of one's membership in a protected class, *e.g.*: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
19. This Agreement may not be assigned, sold, or otherwise transferred to another agent without both of our express written consent.
20. You hereby acknowledge receipt of a copy of this Listing Agreement.
21. This Agreement is the entire agreement and supersedes all prior understandings between you and CBRE regarding this engagement. The Agreement is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of your and CBRE's lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of either party's respective rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that each has participated equally in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

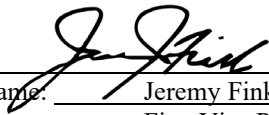
Thank you again for this opportunity. We look forward to working with you.


Very truly yours,

**CBRE, Inc.**

By:   
Licensee's Name: Dale Scott  
Title: Senior Vice President

By:   
Licensee's Name: Jami Heidemann  
Title: First Vice President

By:   
Licensee's Name: Jeremy Fink  
Title: First Vice President

By:   
Licensee's Name: Cole Scott  
Title: Vice President

**AGREED:**

**State of Nebraska**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

## EXHIBIT A – Commission Schedule

A. *Lease.* Commissions shall be earned and payable upon lease execution, in accordance with the following rate:

Leasing commission will be 6% of gross base rents. No lease commission will be owed by the State on any arraignment wherein the State agrees to lease back the Property.

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The above rate is subject to the following provisions:

1. *Term of Less Than 1 Year.* If a lease term is less than 12 months, then the commission shall be prorated based upon the number of months included in the lease term.
  2. *Option or Right of First Refusal to Renew, Extend Lease or Occupy Additional Space.* If a lease for which a commission is earned and payable hereunder contains: (i) an option or right of first refusal to renew or extend, and a lease term is renewed or extended, whether strictly in accordance with the terms of such option or right or otherwise and/or (ii) an option or right of first refusal to expand, and a tenant occupies additional space whether strictly in accordance with the terms of such option or right or otherwise, then you shall pay a leasing commission in accordance with the provisions of this Commission Schedule on the additional leased space. Said commission shall be earned and payable upon execution of the documents renewing or extending occupancy or adding space, as applicable.
  3. *Purchase of Property by Tenant.* If a lease for which a commission is earned and payable hereunder contains an option, right of first refusal, or similar right for purchase of the Property, and a tenant, its successors or assignees, or any agent, officer, employee or shareholder of a tenant purchases the Property, whether strictly in accordance with the terms of such option, right of first refusal, similar right or otherwise during (a) the term of the lease, (b) any extension thereof, or (c) within ninety (90) days after the expiration thereof, then a sales commission shall be calculated and paid in accordance with the provisions of Section B below; provided, however, that there shall be a credit against such sales commission in the amount of lease commissions previously paid to CBRE relating to that portion of the purchaser's lease term which is canceled by reason of such sale. In no event shall such credit exceed the amount of such sales commission.
- B. *Sale.* If the Property is sold, CBRE's commission shall be two-and one-half percent (2.5%) of the gross sales price. Gross sales price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. In the event this sale is in connection with a "build to suit" transaction, the commission shall be calculated on the gross sales price plus the gross construction cost of the building to be constructed on the Property. The commission shall be earned and paid on the date title to the Property is transferred to the purchaser; provided, however, that if the transaction involves an installment contract, then payment shall be made upon execution of such contract. If you are a partnership, corporation, or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.
1. *Definitions.* Under this Agreement the terms "sell," "sale," or "sold" shall mean: (a) an exchange of the Property; (b) the granting of an option to purchase the Property; or (c) any other transfer, conveyance or contribution of a controlling interest in the Property or in the entity which owns the Property, including, but not limited to, situations where you are a corporation, partnership or other business entity and a controlling interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property.
  2. *Option to Purchase.* If you grant an option to purchase the Property, you agree to pay us a commission in accordance with this Commission Schedule, on the price paid for the option and for



any extensions when you receive payment for any such option and/or extensions. If the option is exercised, whether during the Term or after, we will earn a further commission in accordance with this Agreement. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by you to us on account of the option payments will be credited against the commission payable to us on account of the exercise of the option.

3. *Fee for Unconventional Transaction:* In the event of an unconventional transaction such as a donation or an exchange or swap of properties, CBRE. will be due a fee of \$200,000. This Paragraph does not create a minimum or additional fee for transactions wherein the two and one-half percent (2.5%) fee described above is applicable. This Paragraph does not create a minimum or additional fee in the circumstance that the Property is not sold.

## Nebraska Sale/Lease Disclosures

Property: 1313 Farnam St, 1313 Harney St, 413 S 14<sup>th</sup> St & 1314 Howard St, Omaha, Douglas County, Nebraska 68102

**Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws.** Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, proneness to natural hazards such as earthquakes, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

**Americans with Disabilities Act (ADA).** The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

**Taxes.** Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to sellers at closing. Have your experts investigate and evaluate these matters.

**Flood Zones.** Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

**Fires.** Properties, whether or not located in a fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

**Hazardous Materials and Underground Storage Tanks.** Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Have your experts investigate and evaluate these matters.

**Property Inspections and Evaluations.** Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

**CONSULT YOUR ADVISORS** – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.