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*Proposed Attorneys for Michael F. Thomson, Chapter 11 Trustee
for The Falls Event Center, LLC*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

<p>In re:</p> <p>THE FALLS AT CLOVIS LLC, fdba eFALLS PROPERTIES CLOVIS CA LLC</p> <p>Debtor</p>	<p>Bankr. Case No. 18-28140</p> <p>Chapter 11</p> <p>The Honorable R. Kimball Mosier</p>
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**APPLICATION OF MICHAEL F. THOMSON, CHAPTER 11 TRUSTEE FOR THE
BANKRUPTCY ESTATE OF THE FALLS EVENT CENTER LLC, FOR
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF
JONES LANG LASALLE BROKERAGE, INC. AS REAL ESTATE BROKER FOR
THE DEBTOR**

Michael F. Thomson, the duly appointed Chapter 11 trustee of the bankruptcy estate of The Falls Event Center LLC, Case No. 18-25116 (the "Trustee"), as manager of The Falls at Clovis, LLC, fdba eFalls Properties Clovis CA LLC, the debtor herein (the "Debtor Clovis") hereby applies to the Court for an order pursuant to 11 U.S.C. § 327 and Federal Rule of Bankruptcy Procedure 2014, authorizing him to employ and retain Jones Lang LaSalle

Brokerage, Inc. (“JLL”) as real estate broker for the Debtor Clovis as set forth below. This application is accompanied by the Amended Declaration of Brian Anderson (the “Amended Anderson Declaration”). In support of this application, the Trustee represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

1. On July 11, 2018, The Falls Event Center LLC (“Debtor TFEC”) filed a voluntary petition in this Court under Chapter 11 of the Bankruptcy Code, Case Number 18-25116 (the “TFEC Case”).

2. On November 1, 2018, the UST, Debtor TFEC, and the Official Committee of Unsecured Creditors (the “Committee”) filed its stipulation for the appointment of a Chapter 11 trustee [TFEC Case, Docket No. 183] (the “Stipulation”).

3. On November 1, 2018, the UST filed his motion to appoint a Chapter 11 Trustee and approve the Stipulation [TFEC Case, Docket No. 184].

4. On November 14, 2018, the Court entered the order granting the Stipulation and directing the UST to appoint a qualified person to serve as Chapter 11 trustee for the TFEC estate. [TFEC Case, Docket No. 204].

5. On November 26, 2018, the UST appointed the Trustee as Chapter 11 trustee in The TFEC Case.

6. On November 27, 2018, the Court entered an order approving the appointment of the Trustee as the Chapter 11 trustee of the Debtor TFEC's estate. [TFEC Case, Docket No. 214].

PRIOR REQUEST FOR RETENTION OF JLL BY THE DEBTOR

7. On October 29, 2018, Debtor TFEC filed its *Application of Debtors for Entry of Orders Authorizing the Debtors to Retain and Employ Jones Lang LaSalle Americas, Inc. as Real Estate Broker*. [TFEC Case, Docket No. 175] (the "Original Application").

8. On October 29, 2018, Debtor TFEC filed its *Declaration of Brian Anderson in Support of the Application of the Debtors for entry of Orders Authorizing the Debtors Retain and Employ Jones Lang LaSalle Americas, Inc. as Real Estate Broker* [TFEC Case, Docket No. 176] (the "Anderson Declaration").

9. On October 31, 2018, the Debtor Clovis filed a voluntary petition in this Court under Chapter 11 of the Bankruptcy Code.

10. On November 7, 2018, Debtor TFEC filed its *Amended Application of the Debtors for Entry of Orders Authorizing the Debtors to Retain and Employ Jones Lang LaSalle Americas Inc. as Real Estate Broker* [TFEC Case, Docket No. 194] (the "Amended Application"), which was also filed in the Debtor Clovis' case as Docket No. 5.

11. On December 4, 2018, a hearing was held on the Amended Application, and as a result of that hearing, the Trustee is submitting this revised *Application of Michael F. Thomson, Chapter 11 Trustee for the Bankruptcy Estate of the Falls Event Center, for Entry of an Order Authorizing the Employment of Jones Lang LaSalle Brokerage, Inc. as Real Estate Broker for the Debtor*, and the revised Listing Agreement attached hereto as Exhibit 1.

RETENTION OF JLL BY THE TRUSTEE

12. The Debtor TFEC has multiple wholly owned subsidiaries, including the Debtor Clovis, which each own specific pieces of real property.

13. After discussions with JLL, his accountants, and the committee, the Trustee, acting as manager for the Debtor Clovis, deems it prudent to employ JLL as real estate broker for the Debtor Clovis, as set forth in the Listing Agreement attached hereto as Exhibit 1, and JLL is willing to provide such services to the Trustee.

14. For the reasons set forth in the Debtor's Application and Amended Application, which are hereby incorporated herein by reference, the Trustee believes that the employment of JLL, which is a nationally recognized real estate brokerage firm with offices and operations in many parts of the United States, is in the best interest of the Debtor Clovis' creditors.

DISINTERESTEDNESS

15. To the best of the Trustee's knowledge, neither JLL nor the JLL Project Team has any financial interest or business connection with the Debtor Clovis or any of its officers, directors, employees, managers or members.

16. As set forth in the Amended Anderson Declaration, JLL confirms that it is not aware of any conflicts in connection with the Agreement, and further confirms the following: (a) to the best of its knowledge, except as set forth in the Amended Anderson Declaration, neither JLL nor the JLL Project Team has any undisclosed connection with the Debtor Clovis, or any of its creditors or any party in interest, or its respective attorneys or accountants, or any other interest adverse to the estate, (b) to the best of its knowledge, except as set forth in the Amended Anderson Declaration, neither JLL nor the JLL Project Team has any direct or indirect

relationship to, connection with, or interest in the Debtor Clovis, any of the Debtor Clovis' creditors, any other party in interest, any of their respective attorneys and accounts, the United States Trustee, or any person employed by the office of the United States Trustee, and (c) to the best of JLL's knowledge, JLL and the JLL Project Team are disinterested persons as provided in sections 101(14) and 327 of the Bankruptcy Code, and do not represent or hold an undisclosed interest adverse to the interest of the Debtor Clovis or its estate.

17. Based on the foregoing, to the best of the Trustee's knowledge, JLL and JLL's Project Team, are disinterested persons as provided in Sections 101, 327, and 328 of the Bankruptcy Code, and do not represent or hold an interest adverse to the interests of the estate.

NOTICE

18. Notice of this Application has been given to the Office of the United States Trustee for this region and all parties who receive service upon electronic filing through the Court's CM/ECF system.

CONCLUSION

19. The Trustee believes it is in the best interests of the Debtor Clovis' estate that JLL be employed pursuant to the terms and provisions set forth in this Application and the attached Listing Agreement.

WHEREFORE, the Trustee respectfully requests that the Trustee be authorized, pursuant to 11 U.S.C. § 327(a), and in accordance with Rule 2014(a) of the Federal Rules of Bankruptcy Procedure, to employ JLL as real estate broker for the Debtor Clovis.

DATED this 8th day of January, 2019.

/s/ Jessica G. McKinlay
Michael F. Thomson
Peggy Hunt
Jessica G. McKinlay
DORSEY & WHITNEY LLP
Attorneys for Chapter 11 Trustee for the
Falls Event Center, LLC

CERTIFICATE OF SERVICE, BY NOTICE OF ELECTRONIC FILING

I hereby certify that on the 8th day of January, 2019, I electronically filed the foregoing **APPLICATION OF MICHAEL F. THOMSON, CHAPTER 11 TRUSTEE FOR THE BANKRUPTCY ESTATE OF THE FALLS EVENT CENTER, FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF JONES LANG LASALLE BROKERAGE, INC. AS REAL ESTATE BROKER FOR THE DEBTOR** with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users and will be served through the CM/ECF system.

- Laurie A. Cayton tr laurie.cayton@usdoj.gov, James.Gee@usdoj.gov;Lindsey.Huston@usdoj.gov;Suzanne.Verhaal@usdoj.gov
- Michael R. Johnson mjohanson@rqn.com, docket@rqn.com;dburton@rqn.com
- Elaine A. Monson emonson@rqn.com, docket@rqn.com;pbrown@rqn.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov

CERTIFICATE OF SERVICE – MAIL, OTHER

I hereby certify that on this 8th day of January, 2019 I caused to be served a true and correct copy of the foregoing **APPLICATION OF MICHAEL F. THOMSON, CHAPTER 11 TRUSTEE FOR THE BANKRUPTCY ESTATE OF THE FALLS EVENT CENTER, FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF JONES LANG LASALLE BROKERAGE, INC. AS REAL ESTATE BROKER FOR THE DEBTOR** as follows:

Mail Service – By regular first class United States Mail, postage fully pre-paid, addressed to:

Jones Lang LaSalle Americas, Inc.
c/o Brian Anderson
111 South Main Street, Suite 300
Salt Lake City, Utah 84111

Jones Lang LaSalle
Attention Dave White
500 Capitol Mall, Suite 2300
Sacramento, CA 95814

Jones Lang LaSalle
200 East Randolph Drive
Chicago, IL 60601
Attention: Regional Counsel

/s/ Erin Johnson

EXHIBIT 1



LISTING AGREEMENT

This AGREEMENT, dated as of the last date written below, by and between Michael F. Thomson, Chapter 11 Trustee (the “Trustee”) for The Falls Event Center, LLC (“Debtor TFEC” in Case No. 18-25116 (the “TFEC Case”) pending in the United States Bankruptcy Court for the District of Utah (the “Bankruptcy Court”), and JONES LANG LASALLE BROKERAGE, INC., (hereinafter “JLL”). In his capacity as the Chapter 11 Trustee for Debtor TFEC, the Trustee manages The Falls at Clovis, LLC (“Debtor Clovis”), the Debtor-in-Possession in Chapter 11 Case No. 18-28140 (the “Clovis Case”).

BACKGROUND

- A. Debtor Clovis owns real property located at 250 & 270 North Clovis Avenue, Clovis, California 68312 (the “Property”).
- B. The Trustee desires to engage JLL as its sole and exclusive sales agent for the Property.
- C. JLL desires to accept such employment and is engaged in the business of marketing properties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. TERM; TERMINATION

1.1 Bankruptcy Court Approval/Initial Term. This Agreement is subject to approval by the Bankruptcy Court. JLL's duties and responsibilities under this Agreement shall begin upon entry of an order of the Bankruptcy Court authorizing the Trustee to employ JLL, and shall end twelve (12) months thereafter, unless sooner terminated as provided herein.

1.2 Termination. Either party may, at its option and in its sole and absolute discretion, elect to terminate this Agreement upon sixty (60) days' prior written notice to the other party. To the extent not prohibited by law, this Agreement shall automatically be renewed on a month-to-month basis on its existing terms and conditions unless written notice to the contrary is given by either party not less than thirty (30) days prior to the end of a term.

ARTICLE 2. SERVICES

2.1 Services. The Trustee hereby engages, subject to Bankruptcy Court approval, JLL as its exclusive broker for the purpose of selling the Property (the “Services”). JLL shall perform the Services in accordance with applicable professional standards. The Trustee shall refer all inquiries to JLL and conduct all negotiations through JLL (under the supervision, direction and control of Trustee), but JLL has no authority to obligate the Trustee, the bankruptcy estate of Debtor Clovis or Debtor Clovis until expressly authorized in writing by the Trustee. Dave White, John Brecher, Brian Anderson and Wick Udy of JLL (the “Project Team”) will perform the Services under this Agreement. JLL may cooperate with cooperating brokers, including representatives of JLL or its affiliates other than Project Team members (“JLL Non-Team Brokers”), in selling the Property. In such case, the JLL Non-Team Brokers shall be considered cooperating brokers for purposes of this Agreement. In the event that a cooperating broker shall procure a purchaser of the Property, and such party purchases the Property from Debtor Clovis through the Trustee, the bankruptcy estate of Debtor Clovis shall pay JLL and the cooperating broker the commissions computed in accordance with the rates set forth on Schedule A to this Agreement. In the event any Project Team member exclusively

represents a prospective party, such Project Team member will recuse himself or herself from representation of Trustee hereunder and will be considered a JLL Non-Team Broker for purposes of the applicable sale transaction, and the remaining Project Team members will continue to represent Trustee pursuant to the terms of this Agreement. Such recused Project Team member shall in all events maintain the confidentiality of Debtor Clovis and the Trustee's confidential information. All final business decisions shall be made solely by Trustee, and may be subject to approval by the Bankruptcy Court. All sale agreements shall be prepared by Trustee's counsel with assistance from JLL.

2.2 Intentionally deleted.

2.3 Intentionally deleted.

2.4 Intentionally deleted.

2.5 Technical Matters. Trustee acknowledges that JLL is not an expert in and is not responsible for any legal, regulatory, tax, accounting, engineering, environmental or other technical matters, all of which shall be solely Trustee's responsibility. JLL shall, based on its professional expertise, assist Trustee in connection with such matters, including giving the Trustee recommendations as to experts to use for such matters and coordinating the work of such experts with the other parties working on the transaction, but in no event shall JLL have responsibility for the work of such experts.

ARTICLE 3. INDEMNIFICATION

JLL will defend (with counsel reasonably acceptable to Trustee), indemnify and hold harmless Trustee, Debtor Clovis and its affiliates, and each and all of their officers, directors, employees, partners and agents, from and against all third party claims, losses, liabilities and expenses, including reasonable attorneys' fees, expert witness fees and court costs ("**Loss**"), to the extent arising out of JLL's gross negligence or intentional misconduct in connection with this Agreement.

ARTICLE 4. COMPENSATION

JLL shall receive remuneration for its services in accordance with the terms of this Agreement and Schedule A.

ARTICLE 5. NOTICES

All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to Trustee or JLL at the address set forth below or at such other address as they individually may specify thereafter in writing:

TRUSTEE: Michael F. Thomson, Trustee
c/o Peggy Hunt
Dorsey & Whitney LLP
111 S. Main, Suite 2100
Salt Lake City, UT 84111

JLL: Jones Lang LaSalle
500 Capitol Mall, Suite 2300
Sacramento, CA 95814
Attention: Dave White

Jones Lang LaSalle
111 S. Main St.
Suite 300
Salt Lake City, UT 84111
Attention: Brian Anderson

with copies to: Jones Lang LaSalle
200 East Randolph Drive
Chicago, IL 60601
Attention: Regional Counsel

Such notice or other communication shall be delivered by hand or by nationally recognized overnight courier service. For purposes of this Agreement, notices will be deemed to have been given upon receipt or refusal of receipt.

ARTICLE 6. GENERAL PROVISIONS

6.1 Confidentiality; Publicity. JLL shall keep confidential all non-public information obtained from Trustee relating to the Services, except as reasonably required in order to perform Services hereunder, for the term of this Agreement and for two (2) years after the expiration or termination of this Agreement. In addition, any and all data and studies created in connection with the Services shall belong to Trustee. Trustee agrees that JLL may publicize its role in any transaction Trustee enters into, provided JLL does not disclose any financial information regarding such transaction. JLL may use Trustee's name in a list of clients for marketing and promotional purposes.

6.2 Limited Liability. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost profits, even if the party has knowledge of the possibility of such damages. In no event shall JLL's liability to Trustee for any transaction exceed the fees paid to JLL in connection with such transaction.

6.3 Miscellaneous. This Agreement, together with the Rider(s), Schedule(s) and Exhibits(s), if any, attached hereto, represents the complete and final understanding between JLL and Trustee with respect to the Services and may not be waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. If any provision of this Agreement is invalid under applicable law, such invalidity shall not affect the other provisions of this Agreement. This Agreement shall be governed by the laws of the state of Utah. This Agreement is binding upon the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by either party except to any other entity that acquires all or substantially all of the business and employees of such party, and except that JLL may delegate its duties to a state-licensed affiliate. All disputes related to this Agreement are subject to the jurisdiction of the Bankruptcy Court, and JLL expressly consents to jurisdiction in the Bankruptcy Court.

6.4 Non-Discrimination. The parties hereto acknowledge that it is illegal to refuse to display, 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 protected class, and agree not to discriminate unlawfully against anyone in a protected class.

6.5 Survival. The provisions of Section 1.3, Articles 3, 4 and Sections 6.1, 6.2, 6.5, 6.6, 6.7, and 6.8 of this Agreement shall survive the expiration or termination of this Agreement.

6.6 Attorney's Fees; JURY WAIVER; Late Payments. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the unsuccessful party in the action or proceeding shall reimburse the prevailing party for all reasonable expenses and attorneys' fees and disbursements. THE PARTIES HEREBY WAIVE TRIAL BY JURY. Delinquent payments hereunder shall earn interest at the rate of one-and-a-half percent (1 ½%) per month from the date due until paid.

6.7 Intentionally omitted.

6.8 Counterparts; Electronic/Facsimile Signature. 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. The parties agree that an electronic or facsimile signature shall be considered an original signature.

6.9 Authorization. The individual executing this Agreement personally certifies and warrants that he or she is duly authorized to sign this Agreement, and that by his or her execution hereof, this Agreement shall be legally binding and enforceable upon the entry of an order of the Bankruptcy Court authorizing the Trustee to employ JLL.

6.10 OFAC. Trustee represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

6.11 Trustee Liability Limited/Court Approval. The Trustee and his attorneys and agents shall have no personal liability under this Agreement. JLL expressly understands and agrees that any amounts owed under this Agreement shall be paid through the bankruptcy estate of Debtor Clovis. JLL acknowledges that sales of the Property may be, in the Trustee's sole discretion, subject to Bankruptcy Court approval, and in the event that the Bankruptcy Court does not approve a sale of Property, the Trustee, Debtor Clovis, and the Debtor Clovis' bankruptcy estate shall have no liability to JLL or any other party.

ARTICLE 7. CALIFORNIA STATE-SPECIFIC PROVISIONS

7.1 License Number(s). The license number(s) of JLL and each of the members of the Project Team representing Trustee hereunder are set forth in the table below:

Project Team Member	License Number
Dave White	01759894
John Brecher	01897931
Brian Anderson*	
Wick Udy*	
Jones Lang LaSalle Brokerage, Inc.	01856260

* Licensed under Jones Lang LaSalle Americas, Inc. in Utah

7.2 Real Estate Agency Relationship Disclosure. Trustee acknowledges that it has received the "Disclosure Regarding Real Estate Agency Relationship" attached hereto as EXHIBIT I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written below.

Michael F. Thomson, Chapter 11 Trustee for **The Falls Event Center, LLC**,
Case No. 18-25116

By: _____
Name: _____
Title: _____
Date: _____

The Falls at Clovis, LLC, the
Debtor-in-Possession in Chapter 11 Case No. 18-28140

By: _____
Name: _____
Title: _____
Date: _____

JONES LANG LASALLE BROKERAGE, INC.

By: _____
Name: _____
Title: _____
CA R.E. License #: 01856260
Date: _____

SCHEDULE A

JLL'S COMPENSATION

II. Sale Transaction Fee

- Without a Cooperating Broker: Five percent (5%) of the Gross Proceeds
- With a Cooperating Broker: Six percent (6%) of the Gross Proceeds, to be shared equally between JLL and the cooperating broker.

For purposes of calculating the Sale Transaction Fee payable under this Agreement, the term "Gross Proceeds" shall mean the total fair market value of the gross consideration (including, without limitation, cash, notes, securities, property, obligations or mortgages assumed or taken subject to, and any other form of consideration) to be received by the Debtor Clovis and/or its investors in connection with the Transaction (as defined below). Gross Proceeds shall include any portion of the purchase price placed in escrow or subject to a holdback as part of the Transaction, but shall not be adjusted by any fees, prorations or closing expenses. The Sale Transaction Fee will become due and payable by Trustee upon consummation of a Transaction, whether or not through the efforts of JLL, provided Trustee has entered into a letter of intent or definitive agreement for the Transaction during the term of this Agreement.

For purposes of this Agreement, the term "Transaction" shall include a direct or indirect transaction with respect to the Property or of the interests in any entity holding title to the Property, whether accomplished through a sale, merger, consolidation or otherwise; any direct or indirect transaction with respect to a partial ownership interest in the Property; or any capital investment structured as a financing, joint venture or any combination thereof. In no event, however, shall a Transaction be deemed to have occurred if the Transaction does not close for any reason; and in such case, JLL shall not be entitled to any Sale Transaction Fee.

EXHIBIT I

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(as required by the California Civil Code)**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent's duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- a. Diligent exercise of reasonable skill and care in performance of the agent's duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- b. Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE PRINTED ON THE FOLLOWING PAGE.

We acknowledge that Agent represents us as (check one):

Buyer Seller _____ Date _____

Agent: Jones Lang LaSalle Brokerage, Inc.

CA Civil Code Sections 2079.13 through 2079.24 (2079.16 appears on the previous page)

2079.13. As used in Sections 2079.7, and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a) "Agent"** means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. **(b) "Associate licensee"** means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. **(c) "Buyer"** means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. **(d) "Commercial real property"** means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. **(e) "Dual agent"** means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(f) "Listing agreement"** means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. **(g) "Listing agent"** means a person who has obtained a listing of real property to act as an agent for compensation. **(h) "Listing price"** is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. **(i) "Offering price"** is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(j) "Offer to purchase"** means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(k) "Real property"** means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(l) "Real property transaction"** means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(m) "Sell," "sale," or "sold"** refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n) "Seller"** means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. **(o) "Selling agent"** means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(p) "Subagent"** means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

(Name of Listing Agent) **(DO NOT COMPLETE, SAMPLE ONLY)** is the agent of (check one): the landlord/seller exclusively
 both the tenant/buyer and landlord/seller

(Name of Selling Agent if not the same as Listing Agent) **(DO NOT COMPLETE, SAMPLE ONLY)** is the agent of (check one): the tenant/buyer exclusively
 the landlord/seller exclusively
 both the tenant/buyer and the landlord/seller

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.