



Listing Agreement

Authority to Offer for Sale

This agreement is a contract between a Seller of "Water Rights" and the internet listing company dba Pahrump Water Rights. This agreement gives Pahrump Water Rights permission to act on the Seller's behalf by listing their "Water Rights" for sale in the open market. The Seller, at their sole discretion, will determine the price they want to sell their water rights. The seller may change that price at any time during this listing by written notification to listing company. The seller also acknowledges that their rights are currently in good standing with the Nevada Division of Water Resources and that they own the rights free and clear of any encumbrances.

1. **DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Listing Agreement ("Authority" or "Agreement"), "Seller" includes a Water Rights holder, a "Buyer" includes a purchaser, or a prospective purchaser. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase, which is subsequently exercised. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the "Property/Water Right" shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.
2. **LISTING PERIOD:** The initial listing period will be for 180 days from the date of this agreement. The listing of said rights is free of charge. The Seller only pays a commission when their rights sell.
3. **DISCLOSURE:** Listing company will do its best to market Water Rights and consummate sale on behalf of the Seller. There is no guarantee of a sale.
4. **COMMISSION:** Seller agrees to pay listing company a 15% commission upon the sale of any water rights.

INITIAL LISTING PRICE PER ACRE: _____

NUMBER OF ACRES LISTED: _____

DWR PERMIT NUMBER: _____

DWR CERTIFICATE NUMBER: _____

TRANSFER OF DOCUMENTATION: The related costs to record and transfer the documents are not included in the commission to the internet listing company and will vary based on the purchase price and transfer tax required. The listing company has used a local Nye County document preparation company Good Deeds And More LLC to facilitate the documents. Buyer and Seller may choose to use whomever they want.

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

..... (Signature of Seller)

..... (Signature of Seller)

DATE.....