

WB-6 BUSINESS LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE ASSETS ON THE FOLLOWING TERMS:**
2 Business Name (include both legal and any trade name): _____

3 _____
4 Type of Business Entity (e.g., corporation, LLC, partnership, sole proprietorship, etc.): _____

5 _____
6 Business Description and Current Location of Assets: _____

7 _____
8 (lines 2-7 hereinafter referred to as the "Business"). Insert additional description, if any, at lines 254-272 or attach as an addendum per line 345.

9 ■ **INCLUDED IN LIST PRICE:** Seller shall include in the list price (unless excluded at lines 32-34) and transfer, free and clear of encumbrances, the
10 Assets of the Business including all goodwill, stock-in-trade, trade fixtures, accounts receivable, Business Personal Property, the interest in Real
11 Estate (if included on lines 22-31), Fixtures (if interest in Real Estate is included), and the following additional property: _____

12 _____
13 _____
14 _____

15 **STRIKE AND COMPLETE AS APPLICABLE** (hereinafter collectively the "Assets").

16 Seller shall convey Business Personal Property and any other personal property by Bill of Sale or _____

17 _____,
18 free and clear of all liens and encumbrances except _____

19 _____

20 ■ **INTEREST IN REAL ESTATE** **CHECK BOX ON LINE 21 or 22, AS APPLICABLE**

21 **NO INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE**

22 **DESCRIPTION OF INTEREST IN REAL ESTATE INCLUDED IN LIST PRICE:**

23 Street address is: _____
24 _____ in the _____

25 of _____, County of _____, Wisconsin (the "Real Estate").
26 The Real Estate is owned by: _____

27 The Real Estate is leased to: _____ (see lines 204-208)

28 The interest in the Real Estate included in the list price is: ownership leasehold assignment of existing lease
29 other: _____ Insert any additional description,
30 including further description of the type of interest in the Real Estate that is included in list price, at lines 254-272 or attach as an addendum per
31 line 345.

32 ■ **NOT INCLUDED IN LIST PRICE:** _____

33 _____
34 _____

35 **CAUTION: Identify any Fixtures, trade fixtures and Business Personal Property to be excluded by Seller (see lines 32-34 and 281-288).**

36 ■ **LIST PRICE:** _____ Dollars (\$ _____).

37 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Assets. The marketing may include:
38 _____
39 _____

40 The Firm and its agents may advertise the following special financing and incentives offered by Seller: _____
41 _____

42 Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 182-187 regarding the Firm's role as marketing agent
43 and Seller's duty to notify the Firm of any potential buyers known to Seller. Seller agrees that the Firm and its agents may market other assets and
44 properties during the term of this Listing.

45 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms working with buyers such as subagents and buyer's
46 firms: _____

47 _____
48 (Exceptions if any): _____

49 **There is no standard market commission rate. Commissions and types of service may vary by firm and are negotiable based on the firm
50 you hire. Compensation to others may be offered to firms acting as subagents and firms representing buyers as incentive to participate
51 in the sale of firms' listings through multiple listing services or in compensation agreements.**

52 **COMMISSION** Seller and the Firm agree the Firm's commission shall be _____
53 _____

54 _____

55 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned if, during the term of this Listing:

56 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Assets;

- 57 2) Seller grants an option to purchase all or any part of the Assets which is subsequently exercised;
- 58 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Assets;
- 59 4) A transaction occurs which causes an effective change of ownership, management or control of all or any part of the Assets from Seller to a third
60 party, other than in the ordinary course of business;
- 61 5) A transfer or sale of any stock, shares, membership or partnership interest of the Business entity occurs which results in an effective change of
62 ownership, management or control of the Business;
- 63 6) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Assets at, or above, the list price and on substantially
64 the same terms set forth in this Listing and the current WB-16 Offer To Purchase - Business With Real Estate (if real property is included in the list
65 price) or WB-17 Offer To Purchase - Business Without Real Estate, even if Seller does not accept this buyer's offer. A buyer is ready, willing and
66 able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer;
- 67 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing;
- 68 8) Seller enters into lease(s) involving all or any part of the Assets during the term of this Listing, other than in the ordinary course of business.

69 **NOTE: Each item on lines 56-68 is a commissionable event and the commission due shall be the aggregate of the amounts earned for all**
70 **commissionable events. This may require allocation of list price or fair market value among Assets.**

71 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Assets sells, conveys, exchanges or options, as described
72 above, an interest in all or any part of the Assets to another owner, except by divorce judgment.

73 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the
74 transaction does not close, unless otherwise agreed in writing.

75 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 76 • Under 1) or 2) the purchase price.
- 77 • Under 4), 5), 6), 7), 8), or 3) (if an exchange of all Assets), the list price if the entire Property is involved.
- 78 • Under 3) if the exchange does not involve all Assets, the fair market value of the Assets exchanged.

79 "Purchase price" shall include all consideration received by Seller including, but not limited to, buyer assumptions of debt, any Seller provided
80 financing and all consideration received by other selling or transferring parties, as the case may be.

81 **NOTE: If a commission is earned for a portion of the Assets it does not terminate the Listing as to any remaining Assets.**

82 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial
83 capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification
84 from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

85 **DISCLOSURE TO CLIENTS**

86 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a
87 transaction:

- 88 (a) The duty to provide brokerage services to you fairly and honestly.
- 89 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 90 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the
91 information is prohibited by law.
- 92 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law.
93 (See lines 303-305.)
- 94 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the
95 confidential information of other parties. (See lines 145-162.)
- 96 (f) The duty to safeguard trust funds and other property the firm and its agents holds.
- 97 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
98 disadvantages of the proposals.

99 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**

100 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 101 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
102 release the firm from this duty.
- 103 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- 104 (c) The firm and its agents will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope of
105 the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give
108 information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

109 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may
110 apply.

111 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

112 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction.
113 If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple
114 representation relationship.

115 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and
116 the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is

117 negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even
118 if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your
119 confidential information to another party unless required to do so by law.

120 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may authorize or reject a multiple representation
121 relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may
122 assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach,
123 the same agent may represent more than one client in a transaction.

124 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in
125 the transaction.

126 **CHECK ONLY ONE OF THE THREE BELOW:**

127 The same firm may represent me and the other party as long as the same agent is not representing us both.
128 (multiple representation relationship with designated agency).

129 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more
130 different agents are involved. (multiple representation relationship without designated agency)

131 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
132 representation relationships)

133 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by**
134 **written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you**
135 **may owe to your firm. If you have any questions about the commission or fees that you may owe based upon the type of agency**
136 **relationship you select with your firm you should ask your firm before signing the agency agreement.**

137 **SUBAGENCY**

138 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage
139 services for your benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A
140 subagent firm will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

141 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal**
142 **advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.**

143 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of the duties owed
144 to you under section 452.133(2) of the Wisconsin statutes.

145 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to the Firm or its agents in
146 confidence, or any information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the
147 information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the
148 information confidential after the Firm is no longer providing brokerage services to you.

149 The following information is required to be disclosed by law:

- 150 1) Material Adverse Facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 303-305).
- 151 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate
152 that is the subject of the transaction.

153 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines
154 155-158). At a later time, you may also provide the Firm with other information you consider to be confidential.

155 **CONFIDENTIAL INFORMATION:** _____
156 _____
157 _____
158 _____

159 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
160 _____
161 _____
162 _____

163 **SELLER RESPONSIBILITIES** Seller agrees to hold the Firm and its agents harmless as to any losses suffered by them because of any breach of
164 contract by Seller where the Firm has acted as agent for Seller according to terms and conditions set forth in this Listing, including but not limited to,
165 the payment of costs and reasonable attorney fees required to defend the Firm and its agents from claims by a buyer of the Assets. Seller is aware
166 that there is a potential risk of injury, damage, loss or theft involving persons attending an individual showing of the Assets. Seller accepts
167 responsibility for preparing the Assets to minimize the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold the Firm and
168 its agents harmless for any losses or liability resulting from personal injury, property damage, loss or theft occurring during the term of this listing,
169 other than those caused by the negligence or intentional wrongdoing of the Firm or its agents. Seller acknowledges that showings may be conducted
170 by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by agents of
171 the Firm or other licensees, and that buyers or licensees may be present at all inspections and testing and may photograph or videotape the Assets
172 unless otherwise provided for in additional provisions at lines 254-272 or in an addendum per line 345.

173 **SELLER'S DISCLOSURE REPORT(S)** If there is an interest in Real Estate included in the list price, Seller agrees to complete and provide the
174 Firm with a written property condition report or vacant land disclosure report as applicable or required by law. The Firm may also request that Seller
175 complete disclosure report(s) pertaining to Assets other than Real Estate and Seller agrees to complete and provide such written report(s). Seller
176 agrees to complete all reports to the best of Seller's knowledge. Seller agrees to promptly amend the report(s) to include any information that would
177 change a response if Seller learns of such information after completion of the report(s), but before acceptance of a buyer's offer to purchase. Seller
178 authorizes the Firm and its agents to distribute any report(s) completed by Seller regarding the Real Estate or Assets other than Real Estate to all
179 interested parties and their agents inquiring about the Assets. Seller acknowledges that the Firm and its agents have a duty to disclose all Material
180 Adverse Facts, as required by law.

181 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

182 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's marketing efforts and to provide
183 the Firm with all records, documents and other material in Seller's possession or control which are required in connection with the sale. Seller
184 authorizes the Firm and its agents to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these efforts which
185 may include Internet advertising or a lockbox system on the Real Estate. Seller shall promptly refer all persons making inquiries concerning the
186 Assets to the Firm and notify the Firm in writing of the names and contact information of any potential buyers known to Seller, who contact Seller or
187 with whom Seller negotiates or who view the Assets with Seller during the term of this Listing.

188 **SELLER AUTHORITY** Seller represents that Seller has authority to sign this Listing and negotiate the sale of the Assets. If Seller is an entity, Seller
189 agrees, within 15 days of the execution of this Listing, to provide the Firm with a copy of document(s) confirming the authority to negotiate the sale of
190 the Assets.

191 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or materials related to the
192 Assets or transaction which are required in connection with the marketing or sale. **Seller warrants that all written documents and records given
193 to the Firm in conjunction with the marketing or sale of the Assets shall be true and accurate.** Seller agrees to hold the Firm and its agents
194 harmless from loss or liability resulting from their use of these documents and records, including but not limited to, the payment of costs and
195 reasonable attorney fees in the event of any suit against the firm or its agents arising out of the use of these documents and records. Seller
196 authorizes the Firm and its agents to distribute any or all of the documents and records given to the Firm to prospective buyers and their business,
197 legal or tax counsel.

198 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon receipt of a written request from
199 Seller or a firm who has listed the Assets, the Firm agrees to promptly deliver to Seller a written list of those buyers known by the Firm and its agents
200 to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing
201 shall be extended for Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 222-229).

202 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Real Estate at time of closing and to have the Real Estate
203 free of all debris and personal property except for personal property belonging to current tenants, sold to buyer or left with buyer's consent.

204 **LEASED PROPERTY** If any Assets are currently leased to third parties and the lease(s) will extend beyond closing, Seller shall assign Seller's
205 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed-upon prorations) thereunder to buyer at closing.
206 Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants.

207 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by
208 tenants.**

209 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
210 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

211 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on
212 account of race, color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status,
213 lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other
214 unlawful manner.

215 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account.
216 The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the
217 earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller
218 requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to
219 reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission,
220 shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the
221 Firm shall not terminate this Listing.

222 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract
223 by the other party. Seller understands that the parties to the Listing are Seller and the Firm. Agents for the Firm do not have the authority to enter into
224 a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the
225 agent(s) supervising broker. Seller and the Firm agree that any termination of this Listing by either party before the date stated on line 347 shall be
226 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 325-344 and effective by the Firm only if stated in
227 writing by the supervising broker and delivered to Seller in accordance with lines 325-344.

228 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to potentially be liable for
229 damages.**

230 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve the
231 dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute
232 resolution may include mediation and binding arbitration. Should the Parties desire to submit any potential dispute to alternative dispute resolution, it
233 is recommended that the Parties add such in Additional Provisions or in an Addendum.

234 **NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.**

235 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation
236 earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this
237 Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for
238 residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

239 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its agents will work and cooperate
240 with other firms and agents in marketing the Assets, including firms acting as subagents (other firms engaged by the Firm - see lines 137-140) and
241 firms representing buyers. Cooperation includes providing access to the Assets for showing purposes and presenting offers and other proposals
242 from these firms to Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to attend
243 showings, and the specific terms of offers which should not be submitted to Seller: _____
244 _____.

245 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Assets.**

246 **EXCLUSIONS** All persons who may acquire an interest in the Assets who are Protected Buyers under a prior listing contract are excluded from this
247 Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees to
248 deliver to the Firm a written list of all such Protected Buyers.

249 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

250 The following other buyers _____
251 _____ are excluded
252 from this Listing until _____ [INSERT DATE]. These other buyers are no longer excluded from this Listing after
253 the specified date unless, on or before the specified date, Seller has either accepted a written offer from the buyer or sold the Assets to the buyer.

254 **ADDITIONAL PROVISIONS** _____
255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____
271 _____
272 _____

273 **DEFINITIONS** As used in this Listing, the following definitions apply:

- 274 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
275 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
276 1) Significantly and adversely affecting the value of the property;
277 2) Significantly reducing the structural integrity of improvements to real estate; or
278 3) Presenting a significant health risk to occupants of the property.
279 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or
280 agreement made concerning the transaction.
281 ■ **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and rights in
282 personal property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and equipment, tools used in
283 business, telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet domain names, digital media,
284 digital marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used
285 in the Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in the ordinary course of business
286 or as permitted by the offer.
287 **CAUTION: Identify on lines 32-34 Business Personal Property not included in the list price or not exclusively owned by Seller, such as**
288 **licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

289 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by
290 counting subsequent calendar days.

291 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

292 ■ **FIXTURES:** "Fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as to be treated as part
293 of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically
294 adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen
295 and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling
296 units and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
297 attached antennas and satellite dishes; audio/visual wall mounting brackets (but not the audio/visual equipment); garage door openers and remote
298 controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances;
299 ceiling fans; fences; in-ground pet containment systems (but not the collars); storage buildings on permanent foundations and docks/piers on
300 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Real Estate.

301 **CAUTION: If an interest in real estate is included in the list price, identify on lines 32-34 Fixtures not included in the list price or not**
302 **exclusively owned by Seller, such as rented Fixtures.**

303 ■ **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally
304 recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into
305 a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

306 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise
307 acting on behalf of buyer, including but not limited to buyer's immediate family, agents, servants, employees, directors, managers, members, officers,
308 owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities
309 created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

310 ■ **PROTECTED BUYER:** "Protected Buyer" means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this
311 Listing:

- 312 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Assets;
- 313 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the
314 buyer might acquire an interest in the Assets; or
- 315 3) Attends an individual showing of the Assets or communicates with agents of the Firm or cooperating firms regarding any potential terms upon
316 which the buyer might acquire an interest in the Assets, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later
317 than three days after the earlier of expiration or termination (lines 222-229) of the Listing. The requirement in 3), to deliver the buyer's name to
318 Seller in writing, may be fulfilled as follows:
- 319 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing;
- 320 or
- 321 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with
322 whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

323 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who
324 acquires an interest in the Assets during the extension of listing period as noted on lines 198-201.

325 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
326 party shall be effective only when accomplished by one of the methods specified at lines 327-344.

327 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 328 or 329.
328 Seller's recipient for delivery (optional): _____
329 Firm's recipient for delivery (optional): _____

330 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
331 Seller: (_____) _____ Firm: (_____) _____

332 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
333 addressed either to the party, or to the party's recipient for delivery if named at line 328 or 329, for delivery to the party's delivery address at line 337
334 or 338.

335 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's
336 recipient for delivery if named at line 328 or 329, for delivery to the party's delivery address at line 337 or 338.

337 Delivery address for Seller: _____
338 Delivery address for Firm: _____

339 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 343 or 344. If this is a
340 consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family or household purposes,
341 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
342 electronic signatures in the transaction, as required by federal law.

343 E-Mail address for Seller: _____
344 E-Mail address for Firm: _____

345 **ADDENDA** The attached _____ is/are made part of this Listing.

346 **TERM OF THE CONTRACT** From the _____ day of _____, _____ up to the earlier of midnight of the
347 _____ day of _____, _____, or the conveyance of all Assets.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

THIS LISTING CONTRACT IS FOR SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSING, LIABILITY OR RELATED ISSUES. IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 7 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

All persons signing below on behalf of a Seller Entity represent that they have legal authority to sign for and bind the Entity.

NOTE: If signing for an entity use an authorized signature line and print your name and title.

 Seller Entity Name (if any) ▲

(x) _____
 Authorized Signature ▲ Date ▲
 Print Name & Title ►

 Seller Entity Name (if any) Print Name ▲

(x) _____
 Authorized Signature ▲ Date ▲
 Print Name & Title ►

(x) _____
 Seller's Signature ▲ Print Name ► Date ▲

(x) _____
 Seller's Signature ▲ Print Name ► Date ▲

(x) _____
 Seller's Signature ▲ Print Name ► Date ▲

(x) _____
 Seller's Signature ▲ Print Name ► Date ▲

 Firm Name ▲

(x) _____
 Agent's Signature ▲ Print Name ► Date ▲