

Approved by the Wisconsin Department of Regulation and Licensing

1-1-01 (Optional Use Date)

6-1-01 (Mandatory Use Date)

WB-6 BUSINESS LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

LISTING CONTRACT FOR SALE OF ASSETS ONLY. CONSULT APPROPRIATE ADVISORS FOR TAX, LICENSE OR OTHER QUESTIONS.
SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE BUSINESS AND PROPERTY DESCRIBED BELOW ON THE TERMS STATED IN THIS LISTING.

BUSINESS DESCRIPTION: _____

_____ **Identify Business name, type of business entity and type of business**
located in the _____ of _____, County of _____, Wisconsin.

ADDITIONAL PROPERTY INCLUDED IN LIST PRICE: Seller shall include in the list price and transfer, free and clear of encumbrances, all goodwill, stock-in-trade, accounts receivable and all business personal property as defined at lines 202 – 206, unless excluded at lines 11 - 13, and the following additional property: _____

PROPERTY NOT INCLUDED IN THE PURCHASE PRICE: NOTE: See lines 267 - 297 if real property is included in the list price.

TERMS OF LISTING: PRICE: _____
Dollars (\$ _____). **PAYMENT TERMS:** Cash or equivalent at closing or _____

SELLER REPRESENTATIONS REGARDING BUSINESS, INCLUDED PROPERTY AND THE TRANSACTION: Seller represents to Broker that as of the date of this Listing, Seller has no notice or knowledge of any conditions affecting the Business, included property or the transaction (as defined at lines 207 - 257) other than those identified in writing in the attached seller's disclosure report dated _____ (see lines 286 - 290 regarding seller's disclosure reports) and:

_____. **Strike and complete as applicable**

SELLER AUTHORITY TO SELL: Seller represents that Seller has authority to sell the Business and included property. If the owner is a business entity, Seller agrees, within ten days of the execution of this Listing, to provide Broker with a copy of documents evidencing that the sale of the Business and included property has been properly authorized. **WARNING: IF SELLER REPRESENTATIONS AT LINES 17 - 25 AND ELSEWHERE ARE NOT CORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

MARKETING: In consideration for Seller's agreements herein Broker agrees to use reasonable efforts to procure a purchaser for the Business and included property, including but not limited to the following: _____

_____. Seller agrees that Broker may market other comparable businesses during the term of this Listing.

OTHER BROKERS: The Parties agree that Broker will work and cooperate with other brokers in marketing the Business and included property, including brokers from other firms acting as subagents and brokers representing buyers, except: _____

EXCLUSIONS: All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within one week of this Listing, Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker a commission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from previous listings is uncertain.** Other buyers excluded from this Listing until _____ **INSERT DATE**

COMMISSION: Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:

- 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Business or the included property;
 - 2) Seller grants an option to purchase all or any part of the Business or included property which is subsequently exercised;
 - 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Business or included property;
 - 4) A transaction occurs which causes an effective change of ownership or control of all or any part of the Business or the included property from Seller to a third party; other than in the ordinary course of business,
 - 5) An offer to purchase is procured for the Business or included property by the Broker, by Seller, or by any other person, at the price and on substantially the terms set forth in this Listing and the standard provisions of the current WB-16 OFFER TO PURCHASE - BUSINESS WITH REAL ESTATE (if real property is included in the list price) or WB-17 OFFER TO PURCHASE - BUSINESS WITHOUT REAL ESTATE, which is/are incorporated by reference into this Listing, even if Seller does not accept this offer to purchase. See lines 263 - 266 regarding procurement.
 - 6) Seller enters into a management contract involving all or any part of the Business or the included property during the term of this Listing.
- Broker's commission shall be _____ % or _____

_____ whichever is greater. The percentage commission, if applicable, shall be calculated based on the sale price if commission is earned under 1) or 2) above, or calculated based on the list price under 3) (if an exchange of the entire Business and included property), 4), 5) or 6). If less than the entire Business and included property is exchanged, the percentage commission shall be calculated on the fair market value of what is exchanged. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's commission also shall be earned if, during the term of the Listing, one owner of the Property sells, exchanges or options an interest in all or any part of the Property to another owner, except by divorce judgment. **SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE PREVAILING PARTY SHALL HAVE THE RIGHT TO REASONABLE ATTORNEY FEES.**

61 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any buyer who personally or through any
62 person acting for such buyer either negotiated to acquire an interest in the Business or included property or submitted a written
63 offer to purchase, exchange or option during the term of this Listing (protected buyer). If the extension is based on negotiation, the
64 extension shall be effective only if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the
65 Listing, unless Seller was directly involved in discussions of the potential terms upon which buyer might acquire an interest in the
66 Business or included property. The requirement of this Listing to deliver the buyer's name in order to make the extension of the Listing
67 term effective also may be fulfilled as follows: 1) If the Listing is effective only as to certain individuals who are identified in the Listing
68 (One Party Listing), the identification of the individuals in the Listing shall fulfill the delivery of the buyer's name requirement and 2) if
69 buyer has requested that buyer's identity remain confidential, delivery of a notice identifying the broker with whom the buyer
70 negotiated and the date(s) of any showings or other negotiations shall fulfill the delivery of the buyer's name requirement. "Negotiated"
71 for the purpose of this paragraph means to discuss the potential terms upon which buyer might acquire an interest in the Business or
72 included property or to attend an individual showing of the Business or included property. "Submitted" for the purposes of this
73 paragraph means that a written offer has been delivered to Seller or Broker. Upon receipt of a written request from Seller or a broker
74 who has listed the Business or included property, Broker agrees to promptly deliver to Seller a written list of those buyers known
75 by Broker to whom the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term
76 stated in this Listing, this Listing is extended, on the same terms, for one year after the Listing is terminated for "protected buyers."

77 ■ **BROKER'S ROLE AS MARKETING AGENT:** Seller and Broker acknowledge that Broker is required to be knowledgeable
78 regarding laws, public policies and current market conditions affecting real estate and business opportunities and to assist, guide and
79 advise the buying and selling public on these matters. **NOTE: WISCONSIN LICENSE LAW PROHIBITS BROKER FROM GIVING**
80 **LEGAL ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE**
81 **LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS**
82 **DESIRED. SELLER SHOULD CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS,**
83 **OR ENVIRONMENTAL CONSULTANTS IF SERVICES BEYOND BROKER'S MARKETING SERVICES ARE REQUIRED.**

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts.
85 Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these
86 efforts which may include use of a multiple listing service or the Internet. Seller shall promptly notify Broker in writing of any
87 potential purchasers with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making
88 inquiries concerning the Business or included property to Broker.

89 ■ **DOCUMENTS AND RECORDS:** Seller agrees to promptly deliver, upon request of Broker, all financial, business or other records,
90 documents or other materials which are related to the Business, included property or transaction, which are required in connection
91 with the sale and which are in Seller's possession or control. Seller warrants that all written documents and records given to Broker
92 in conjunction with the Listing or sale of the Business and included property shall be true, accurate and correct, and that Seller agrees
93 to hold Broker harmless from loss by reason of Broker's use of these documents and records, including the payment of reasonable
94 attorney fees in the event of any suit against Broker arising out of the use of these documents and records. Seller authorizes Broker
95 to distribute any or all of the documents and records given to Broker to prospective buyers and their business, legal or tax counsel.

96 ■ **SELLER'S RESPONSIBILITIES:** Seller agrees to hold Broker harmless as to any losses suffered by Broker because of any breach
97 of contract by Seller where Broker has acted as agent for Seller according to terms and conditions set forth in this Listing,
98 including the payment of reasonable attorney fees required to defend Broker from claims by a buyer of the Business or included
99 property. Seller is aware that there is a potential risk of injury, damage or theft involving persons attending a showing of Real Property.
100 Seller agrees to accept responsibility for preparing the Real Property to minimize the likelihood of injury, damage or loss of personal
101 property located on the Real Property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury,
102 property damage or theft occurring during showings other than those caused by Broker's negligence or intentional wrongdoing.

103 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker have the legal right to unilaterally terminate this Listing absent a
104 material breach of contract by the other Party. Seller understands that the Parties to the Listing are Seller and the Broker (firm).
105 Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the Listing,
106 amend the commission amount or shorten the term of this Listing, without the written consent of the agent's supervising broker.

107 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's
108 trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller
109 authorizes Broker to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement
110 used in the transaction. If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
111 clearance from the depository institution if earnest money is paid by check) to the person who paid the earnest money. **CAUTION:**
112 **If someone other than a buyer makes payment of earnest money on behalf of a buyer, consider a special agreement**
113 **regarding disbursement at that time.** If the offer is accepted, the transaction fails to close and the earnest money is disbursed
114 to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by
115 Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as
116 Broker's full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to
117 Broker shall not terminate this Listing Contract or limit Broker's entitlement to commission in subsequent transactions.

118 ■ **DISCRIMINATION:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE
119 PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN WIS. STATS., §111.32 (13m),
120 DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, FAMILIAL
121 STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

122 ■ **DELIVERY:** Unless otherwise stated, delivery of documents or written notices may be accomplished by: 1) giving the document or
123 written notice personally to the Party; 2) by depositing the document or written notice postage or fees prepaid in the U.S. Mail or a
124 commercial delivery system addressed to the Party at the Party's address on line 322; 3) by electronically transmitting the document or
125 written notice to the Party's fax number at line 323. Any signed document delivered by electronic transmission to the fax number at line
126 323 shall be treated in all manner and respects as an original document and the signature of any Party upon a document transmitted by
127 fax shall be considered an original signature. Any document transmitted by fax shall have the binding legal effect of an original document.

128 ■ **AGENCY DISCLOSURE PROVISIONS:**

129 Upon Seller's receipt of a completed copy of this Listing, Broker has complied with Wisconsin Statute section 452.135(2) which
130 states that no broker may provide brokerage services to a party unless the broker has provided the party a written agency
131 disclosure form containing all of the following:

- 132 a) A statement of which party(ies) is/are the broker's client (See lines 138 and lines 189 - 200);
- 133 b) A statement of broker's duties to his or her client (See lines 139 - 148);
- 134 c) A statement of the broker's duties to all parties (See lines 149 - 166);
- 135 d) A statement regarding confidentiality (See lines 167 - 175) and
- 136 e) Any additional information that the broker determines is necessary to clarify the broker's agency relationship (See lines 181 - 188).

137 ■ **AGENCY DISCLOSURE**

138 Wisconsin Statute §452.135(2) requires Broker to disclose that Seller is Broker's client. Broker's duties to Seller are as follows:

139 ■ **DUTIES OWED TO CLIENTS ONLY** Wisconsin Statute section 452.133(2) states that in addition to his or her duties under lines
140 149 to 166, a broker providing brokerage services to his or her client shall do all of the following:

- 141 (a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless
142 loyalty to a client violates the broker's duties under lines 149 - 166 or Wis. stats. sec. 452.137(2) (duties to all clients in
143 multiple representation situations).
- 144 (b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client
145 or discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 168 - 175
146 and other information, the disclosure of which is prohibited by law.
- 147 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the
148 agency agreement, that are not inconsistent with another duty that the broker has under this chapter or any other law.

149 ■ **DUTIES OWED TO ALL PARTIES** Wisconsin Statute section 452.133(1) states that in providing brokerage services to a party
150 to a transaction (including both clients and customers), a broker shall do all of the following:

- 151 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 152 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 153 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover
154 through reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 155 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she
156 knows a reasonable party would want to be kept confidential, unless the information must be disclosed under (c) or Wis. Stats.
157 sec. 452.23 (information contradicting third party inspection or investigation reports) or is otherwise required by law to be
158 disclosed or the party whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of
159 particular confidential information. A broker shall continue to keep the information confidential after the transaction is
160 complete and after the broker is no longer providing brokerage services to the party.
- 161 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information,
162 within a reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 163 (f) Account for all property coming into the possession of a broker that belongs to any party within a reasonable time
164 of receiving the property.
- 165 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose
166 the advantages and disadvantages of the proposals.

167 The confidentiality rights of all parties are as follows:

168 ■ **CONFIDENTIALITY NOTICE (Confidentiality Rights Of All Parties)**

169 A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN
170 CONFIDENCE AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE
171 PARTY WOULD WANT TO BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW.
172 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

- 173 1) MATERIAL ADVERSE FACTS AS DEFINED IN SECTION 452.01(5g) OF THE WISCONSIN STATUTES.
- 174 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
175 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

176 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY
177 LIST THAT INFORMATION AT LINES 185 - 186. AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH OTHER
178 WRITTEN NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION
179 WHICH MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS FINANCIAL QUALIFICATIONS) AS NON-CONFIDENTIAL
180 AT LINES 187 - 188.

181 ■ **WAIVER OF CONFIDENTIALITY** Seller may wish to authorize Broker to disclose information which might otherwise be
182 considered confidential. An example of this type of information might be the extent of Seller's motivation to sell which Seller may
183 authorize Broker to disclose to assist Broker in marketing the Business and included property to prospective buyers. Broker's
184 authorization to disclose may be indicated at lines 187 - 188. (See lines 94 - 95.)

185 ■ **CONFIDENTIAL INFORMATION:** _____

186 _____

187 ■ **NON-CONFIDENTIAL INFORMATION:** _____

188 _____

189 ■ **MULTIPLE REPRESENTATION (DUAL AGENCY):** Wisconsin Statute § 452.137 states that Broker may represent both parties in
190 the same transaction only with the written consent of both parties. A multiple representation relationship would exist if Broker was the
191 buyer's agent for a buyer seeking to acquire an interest in the Business or included property. In a multiple representation relationship,
192 Broker will provide the marketing and other services agreed upon in this Listing. Broker will continue to provide information and advice
193 to both parties, but is not allowed to place the interests of either party ahead of the other in negotiations. During negotiations, Broker
194 will prepare approved forms to accomplish the intent of the party making the proposal. Broker will present the proposal in an objective
195 and unbiased manner, disclosing the proposal's advantages and disadvantages. Broker shall not disclose confidential information of
196 either party unless required by law. (NOTE: Wisconsin Administrative Code section RL 24.07 requires disclosure of adverse material
197 facts to all interested parties). If Seller consents to the multiple representation relationship, Seller is indicating that Seller understands
198 Broker's duties to all parties to a transaction (see lines 149 - 166) and Broker's duties to a client (see lines 139 - 148) and that if a multiple
199 representation relationship arises, Broker will owe the same duties to buyer that Broker owes to Seller. (See lines 139 - 148.)

200 **SELLER (DOES)(DOES NOT) STRIKE ONE CONSENT TO A MULTIPLE REPRESENTATION RELATIONSHIP (DUAL AGENCY).**

201 ■ **DEFINITIONS:**

202 ■ **BUSINESS PERSONAL PROPERTY:** "Business personal property" is defined as all tangible and intangible personal property
 203 and rights in personal property owned by Seller and used in the Business, including furniture, trade fixtures and equipment, tools
 204 used in business, telephone numbers and listings, if transferable, customer lists, trade names, business records, supplies, leases,
 205 advance lease deposits, customer deposits, signs, all other personal property used in Business, and if transferable, all permits,
 206 special licenses and franchises, except those assets disposed of in the ordinary course of business or as permitted by the Offer.

207 ■ **CONDITIONS AFFECTING THE BUSINESS, INCLUDED PROPERTY OR THE TRANSACTION:** A "condition affecting the
 208 Business, included property or the transaction" is defined as follows:

209 (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Business
 210 or included property or the present use of the Business or included property included in this Listing;

211 (b) Government agency or court order requiring repair, alteration or correction of any existing condition;

212 (c) Material violation of the Americans with Disabilities Act (ADA) or other state or local laws requiring minimum accessibility
 213 for persons with disabilities; **Note: A Building owner's or tenant's obligations under the ADA may vary dependent upon the**
 214 **financial or other capabilities of the building owner or tenant.**

215 (d) Completed or pending reassessment of the real property or business personal property included in this Listing for tax purposes;

216 (e) Structural inadequacies which if not repaired will significantly shorten the expected normal life of the real property included in this Listing;

217 (f) Any land division involving the real property included in this Listing, for which required state or local approvals were not obtained;

218 (g) Construction or remodeling on the real property included in this Listing for which required state or local approvals were not obtained;

219 (h) Any portion of the real property included in this Listing being in a 100 year floodplain, a wetland or shoreland zoning area
 220 under local, state or federal regulations;

221 (i) That a structure which the Business occupies or which is located on the real property included in this Listing is designated as a
 222 historic building or that any part of a structure which the Business occupies or the real property included in this Listing is in a historic district;

223 (j) Material violations of environmental laws or other laws or agreements regulating the Business or use of the real property
 224 included in this Listing;

225 (k) Conditions constituting a significant health or safety hazard for occupants of the Business or real property included in this Listing;

226 (l) Material levels of hazardous substances located on the premises which the Business occupies or on the real property included
 227 in this Listing or previous storage of material amounts of hazardous substances on the premises which the Business occupies
 228 or on the real property included in this Listing;

229 (m) Material levels of medical or infectious waste located on the premises which the Business occupies or on the real property
 230 included in this Listing, or previous storage of material amounts of medical or infectious waste on the premises which the Business
 231 occupies or on the real property included in this Listing Property;

232 (n) Underground storage tanks for storage of flammable or combustible liquids including but not limited to gasoline and heating
 233 oil on the premises which the Business occupies or on the real property included in this Listing; NOTE: The Wisconsin
 234 Administrative Code contains registration and operation rules for such underground storage tanks.

235 (o) Underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not
 236 limited to gasoline and heating oil, which are currently or which were previously located on the premises which the Business
 237 occupies or on the real property included in this Listing;

238 (p) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the real
 239 property included in this Listing;

240 (q) Any material defects in any of the equipment, appliances, business fixtures, fixtures, tools, furniture or other business
 241 personal property included in this Listing, and **Seller further warrants that all will be in good working order on the day of closing;**

242 (r) Any encumbrances on the Business, all integral parts thereof, or the included property being conveyed in conjunction with the
 243 Business, except as stated in this contract and in any addendum attached to it;

244 (s) Any litigation, government proceeding or investigation in progress or threatened or in prospect against or related to the
 245 Business or the property included in this Listing;

246 (t) Any road change, road work or change in road access which would materially affect the present use or access to the Business
 247 or the real property included in this Listing;

248 (u) Any right granted to underlying lien holder(s) to accelerate the debtor's obligation by reason of the transfer of ownership of
 249 Business or other property included in the Listing, or any permission to transfer being required and not obtained;

250 (v) Any unpaid business taxes such as: income; sales; payroll; Social Security; unemployment; or any other employer/employee
 251 taxes due and payable or accrued;

252 (w) A material failure of the financial statements, or schedules to the financial statements, to present the true and correct
 253 condition of the Business as of the date of the statements and schedules or a material change in the financial condition or
 254 operations of the Business since the date of the last financial statements and schedules provided by Seller, except for
 255 changes in the ordinary course of business which are not in the aggregate materially adverse;

256 (x) Other conditions or occurrences which would significantly reduce the value of the Business or property included in this
 257 Listing to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

258 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land as to be treated
 259 as part of the real estate, including, without limitation, physically attached items not easily removable without damage to
 260 the Property, items specifically adapted to the Property, and items customarily treated as fixtures (See lines 268 and 276-278).

261 ■ **INCLUDED PROPERTY:** "Included property" is defined as all business personal property (as defined at lines 202 - 206), real property
 262 and other property of any kind or interest in any property of any kind which has been included in the purchase price (See lines 7 to 10).

263 ■ **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the
 264 purchaser or when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms
 265 specified in this Listing. A purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to
 266 complete the purchaser's obligations under the written offer. See lines 46 - 50.

267 ■ **REAL PROPERTY INCLUDED IN LIST PRICE:**

268 **NOTE: LINES 269 - 297 ARE A PART OF THIS LISTING ONLY IF REAL PROPERTY IS INCLUDED IN THE LIST PRICE**

269 ■ **DESCRIPTION OF REAL PROPERTY INCLUDED IN LIST PRICE** _____:

270 _____

271 _____ in the _____ of _____,

272 County of _____, Wisconsin. (Additional description, if any:) _____

273 _____

274 **OCCUPANCY DATE:** _____ **OCCUPANCY CHARGE:** (if Seller occupies after closing): \$ _____

275 per day or part thereof.

276 **PROPERTY INCLUDED IN LIST PRICE:** Seller agrees to include in the list price all fixtures as defined at lines 258 - 260, unless excluded
277 at lines 11 - 13. **Caution: Exclude fixtures not owned by Seller such as rented fixtures and tenant's trade fixtures.** The Offer's
278 terms will determine what property is included or excluded.

279 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the real property by warranty deed (or other
280 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
281 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
282 covenants, general taxes levied in the year of closing and _____

283 _____ (provided none of the foregoing prohibit present use of the real property)

284 **CAUTION CONSIDER THE NEED TO ADDRESS UCC SECURITY INTERESTS, CONDITIONAL USES, NON-CONFORMING USES, ETC.**

285 ■ **TITLE EVIDENCE:** Seller shall provide evidence of the condition of title in the form agreed to by buyer and Seller in the offer to purchase.

286 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to make inquiries
287 of the Seller on the condition of the real property and to request that Seller provide a written response to Broker's inquiry. Seller
288 agrees to complete the seller's disclosure report provided by Broker to the best of Seller's ability. Seller agrees to promptly amend
289 the report to include any defects (as defined in the report) which Seller learns of after completion of the report. Seller authorizes Broker
290 to distribute the report to all interested parties and their agents and to disclose all adverse material facts as required by law.

291 ■ **INSPECTIONS:** Seller agrees to allow buyer's inspectors and testers reasonable access to the real property upon reasonable notice if
292 the inspections or tests are reasonably necessary to satisfy contingencies in the offer. Seller acknowledges that certain inspections or tests
293 may detect environmental contamination which may be required to be reported to the Wisconsin Department of Natural Resources.

294 ■ **LEASED PROPERTY:** If the real property included in the list price is currently leased and lease(s) will extend beyond closing,
295 Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to buyer at
296 closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenants. **CAUTION: Seller should**
297 **consider obtaining an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.**

298 ■ **ADDITIONAL PROVISIONS:** _____

299 _____

300 _____

301 _____

302 _____

303 _____

304 _____

305 _____

306 _____

307 _____

308 ■ **ADDENDA:** The attached _____ is/are
309 made part of this Listing.

310 ■ **TERM OF THE CONTRACT:** FROM THE _____ DAY OF _____,

311 UP TO AND INCLUDING MIDNIGHT OF THE _____ DAY OF _____,

312 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE**
313 **A GENERAL EXPLANATION OF THE PROVISIONS OF THE LISTING BUT ARE PROHIBITED BY LAW FROM GIVING**
314 **ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING. AN ATTORNEY SHOULD BE**
315 **CONSULTED IF LEGAL ADVICE IS NEEDED. A LISTING FOR LEASE ALSO MUST BE ENTERED INTO IF BROKER IS TO**
316 **BE AUTHORIZED TO PROCURE TENANTS.**

317 Dated this _____ day of _____,

318 (X) _____

319 Agent for Broker ▲ (Print Name) •

(X) _____

Seller ▲ (Print Name) •

320 _____

321 Broker/Firm ▲

(X) _____

Seller ▲ (Print Name) •

322 _____

323 Broker's Address ▲ Phone # ▼ Fax # •

Seller's Address ▲ Phone # ▼ Fax # •