

GREAT WHITE ENTERPRISES, LLC

WB-3 VACANT LAND LISTING CONTRACT ADDENDUM

The WB-3 Vacant Land Listing Contract, which the undersigned Seller has entered into with Great White Enterprises, LLC, is altered as follows:

1. This is a FLAT FEE FULL SERVICE listing contract.
2. Broker will participate in any showings of the listed property to potential buyers procured by Broker, except as otherwise directed by Seller. Seller may participate in any such showings as Seller may desire. Broker will coordinate the scheduling of all such showings with Seller.
3. Broker will arrange appointments for cooperating brokers to show the listed property to potential purchasers.
4. (a) The Broker's charge to Seller for Broker's limited services is a flat fee of \$995.00. This flat fee is immediately due and payable by Seller to Broker upon both parties executing the Listing Contract. This flat fee is non-refundable.

(b) In addition, Broker's commission (line 51) shall be one percent (1%). Broker's commission shall be earned only if the Property is sold as a result of a Buyer procured by Great White Enterprises, LLC. No commission is earned by Broker if the Property is sold by a cooperating broker. No commission is earned by Broker if the Property is sold to a Buyer procured directly by Seller.
5. Lines 49-50 are hereby amended, so that they now read in their entirety as follows:

"COMPENSATION TO OTHERS: Seller offers the following commission to cooperating Brokers: One (1%) percent."
6. This is an EXCLUSIVE AGENCY LISTING. As such, Seller retains the right to sell on a for-sale-by-owner basis, without incurring any commission if sold in this manner.

Seller agrees that if a potential buyer approaches Seller directly, Seller shall be responsible for all phases of the negotiation and sale from beginning to closing. Broker will be available by phone, facsimile or email to assist and provide Seller access to appropriate forms to complete the sale. (NOTE: If Seller accepts an offer from a potential buyer who is working with a realtor, that realtor would earn the commission that the Seller offered to co-operating brokers in paragraph 5 herein, which commission would be due at closing.)

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7. With respect to Line 72, the parties agree that if Broker does not promptly deliver to Seller a written list of those buyers known by Broker to whom the extension period applies, then the extension period will not apply to any potential buyer. The parties agree Seller shall have no other remedy against Broker if Broker fails to promptly deliver to Seller such a written list in response to the request from Seller.

8. Seller is aware that the property which Seller has listed with Broker might not be in a geographic area in the State of Wisconsin where Broker, or any Subagent of Broker, is familiar. Therefore, Broker, and any Subagent of Broker, may not be familiar with local market conditions which may be relevant to the listed property.

9. As indicated in Lines 111-112 of Form WB-3, Broker will provide, at your request, information and advice on real estate matters that affect your transaction.

10. Broker will write Offers to Purchase made by potential Buyers who are procured by Broker, and will present the same to Seller.

11. If a potential Buyer is procured by a cooperating Broker, that cooperating Broker will usually write the Offer to Purchase, but Broker will present the Offer to Seller. Broker will participate on Seller's behalf in the negotiations with all potential Buyers, and will advise Seller as to the merits of any and all Offers to Purchase presented. Broker will assist Seller in developing, presenting or communicating any counter-offers, as well as evaluating any counter-offers received from potential Buyers.

12. With respect to Lines 178-179, Seller agrees to distribute copies of a completed Seller's Disclosure Report to all cooperating brokers, and waives any requirement that Broker do so.

13. Broker will schedule and coordinate the closing of the listed property, and will order the title insurance needed prior to the closing. However, Broker will not hold any earnest money.

14. This is a FLAT FEE FULL SERVICE listing contract. Seller understands the limited services which Broker is providing. Seller also understands that the FLAT FEE is not refundable in any circumstances except as described in the terms of the money-back guarantee set forth in paragraph 14.

15. Broker offers a one hundred (100) percent money-back guarantee under the following conditions: If your property does not sell and you choose to not extend or relist with GREAT WHITE ENTERPRISES, LLC, 100% of your flat fee will be refunded, if and only if:

You list your property with a licensed realtor who agrees to pay a referral fee to GREAT WHITE ENTERPRISES, LLC when they sell your property. Your new listing broker will

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need to provide GREAT WHITE ENTERPRISES, LLC with an appropriate referral agreement at time of listing to validate your money back guarantee. When your property sells and GREAT WHITE ENTERPRISES, LLC receives its referral fee, you will be refunded 100% of your original flat fee.

16. Broker makes available to Seller an E-Bidder Option, for the price of an additional Fifty Dollars (\$50.00), as set forth in the E-Bidder attachment to this addendum. To select the E-Bidder Option, Seller must also sign the separate E-Bidder Attachment and pay the additional Fifty Dollar (\$50.00) non-refundable fee.

17. With respect to Lines 148-151, Seller does hereby authorize Broker to engage other brokers as subagents.

Dated: _____, 20__.

GREAT WHITE ENTERPRISES, LLC,
Broker

SELLER:

By: _____
Paul Landig, Managing Member

By: _____
Agent/Broker for Great White
Enterprises, LLC

By: _____
Subagent for Great White
Enterprises, LLC

This Addendum was drafted by:
Attorney Douglas D. Hahn
Menn Law Firm, Ltd.
Appleton, WI 54912

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