

WB-6 BUSINESS LISTING CONTRACT – EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES BROKER 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 _____

9 (lines 2-8 hereinafter referred to as the "Business"). Insert additional description, if any, at lines 291-293 or attach as an addendum per line 294.

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

11 ■ **INCLUDED IN LIST PRICE:** Seller shall include in the list price (unless excluded at lines 32-35) and transfer, free and clear of encumbrances, the
12 Assets of the Business including all goodwill, stock-in-trade, trade fixtures, accounts receivable, Business Personal Property, the interest in Real
13 Estate (if included on lines 22-31), Fixtures (if interest in Real Estate is included), and the following additional property: _____

14 _____

15 _____

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

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

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 _____ of _____

25 _____, County of _____, Wisconsin (the "Real Estate").

26 The Real Estate is owned by: _____

27 The Real Estate is leased to: _____ (see lines 92-96)

28 The interest in the Real Estate included in the list price is: ownership leasehold assignment of existing lease

29 other: _____

30 Insert additional description, including further description of the type of interest in the Real Estate that is included in list price, at lines 291-293
31 or attach as an addendum per line 294.

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 230-237 and 240-249)**

36 **MARKETING** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Assets. Broker's marketing may include:

37 _____

38 _____ Broker may

39 advertise the following special financing and incentives offered by Seller: _____

40 _____ Seller has a duty to cooperate with Broker's

41 marketing efforts. See lines 56-61 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential buyers known to

42 Seller. Seller agrees that Broker may market other assets and properties during the term of this Listing.

43 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that Broker will work and cooperate with other

44 brokers in marketing the Assets, including brokers from other firms acting as subagents (agents from other companies engaged by Broker - see lines

45 168-170) and brokers representing buyers. Cooperation includes providing access to the Assets for showing purposes and presenting offers and

46 other proposals from these brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be allowed

47 to attend showings, and the specific terms of offers which should not be submitted to Seller: _____

48 _____

49 **CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Assets.**

50 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Assets as a Protected Buyer under a prior listing contract are excluded from this

51 Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of the date of this Listing, Seller agrees

52 to deliver to Broker a written list of all such prospective buyers. The following other buyers are excluded from this Listing until

53 _____ [INSERT DATE]: _____

54 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date, Seller has either

55 accepted an offer from the buyer or sold the Assets to the buyer.

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

62 **SELLER AUTHORITY TO SELL** Seller represents that Seller has authority to convey the Assets. If the owner is an entity, Seller agrees, within ten
63 days of the execution of this Listing, to provide Broker with a copy of documents evidencing that the sale of the Assets has been properly authorized.

64 **DOCUMENTS AND RECORDS** Seller agrees to promptly deliver all financial, business or other records, documents or materials related to the
65 Assets or transaction which are required in connection with the marketing or sale. **Seller warrants that all written documents and records given
66 to Broker in conjunction with the marketing or sale of the Assets shall be true and accurate.** Seller agrees to hold Broker harmless from loss
67 or liability resulting from Broker's use of these documents and records, including but not limited to, the payment of costs and reasonable attorney
68 fees in the event of any suit against Broker arising out of the use of these documents and records. Seller authorizes Broker to distribute any or all of
69 the documents and records given to Broker to prospective buyers and their business, legal or tax counsel.

70 **SELLER RESPONSIBILITIES** Seller agrees to hold Broker harmless as to any losses suffered by Broker because of any breach of contract by
71 Seller where Broker has acted as agent for Seller according to terms and conditions set forth in this Listing, including but not limited to, the payment
72 of costs and reasonable attorney fees required to defend Broker from claims by a buyer of the Assets. Seller is aware that there is a potential risk of
73 injury, damage, loss or theft involving persons attending a showing of the Assets. Seller accepts responsibility for preparing the Assets to minimize
74 the likelihood of personal injury, property damage, loss or theft. Seller agrees to hold Broker harmless for any losses or liability resulting from
75 personal injury, property damage, loss or theft occurring during the term of this listing, other than those caused by Broker's negligence or intentional
76 wrongdoing. Seller acknowledges that showings may be conducted by licensees other than Broker, that appraisers and inspectors may conduct
77 appraisals and inspections without being accompanied by Broker or other licensees, and that buyers or licensees may be present at all inspections
78 and testing and may photograph or videotape the Assets unless otherwise provided for in additional provisions at lines 291-293 or in an addendum
79 per line 294.

80 **SELLER'S DISCLOSURE REPORT(S)** Wis. Admin. Code Chapter REEB 24 requires listing brokers to make inquiries of the seller on the condition
81 of real estate and request that the Seller provide a written response to the broker's inquiry. If there is an interest in Real Estate included in the list
82 price, Seller agrees to complete and provide the Broker with a written property condition report or vacant land disclosure report as applicable or
83 required by law. Broker may also request that Seller complete disclosure report(s) pertaining to Assets other than Real Estate and Seller agrees to
84 complete and provide such written report(s). Seller agrees to complete all reports to the best of Seller's knowledge. Seller agrees to promptly amend
85 the report(s) to include any information that would change a response if Seller learns of such information after completion of the report(s), but before
86 acceptance of a buyer's offer to purchase. Seller authorizes Broker to distribute any report(s) completed by Seller regarding the Real Estate or
87 Assets other than Real Estate to all interested parties and their agents inquiring about the Assets. Seller acknowledges that Broker has a duty to
88 disclose all Material Adverse Facts, as required by law.

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

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

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

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

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

99 **NON-DISCRIMINATION** Seller and Broker agree that they will not discriminate against any prospective buyer on account of race, color,
100 sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status, lawful source of income,
101 age, ancestry, familial status or in any other unlawful manner.

102 **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
103 Seller or a broker who has listed the Assets, Broker agrees to promptly deliver to Seller a written list of those buyers known by Broker to whom the
104 extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be
105 extended for Protected Buyers, on the same terms, for one year after the Listing is terminated.

106 **TERMINATION OF LISTING** Neither Seller nor Broker have the legal right to unilaterally terminate this Listing absent a material breach of contract
107 by the other Party. Seller understands that the Parties to the Listing are Seller and the Broker (firm). Agents (salespersons) for Broker (firm) do not
108 have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing,
109 without the written consent of the agent's supervising broker. Seller and Broker agree that any termination of this Listing by either party before the
110 date stated on line 296 shall be indicated to the other Party in writing and shall not be effective until delivered to the other Party in accordance with
111 lines 271-290.

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

114 **EARNEST MONEY** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust account. Broker
115 may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Broker shall hold and disburse earnest money funds
116 in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the earnest money is disbursed to
117 Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for cash advances made by Broker on behalf of
118 Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to Broker as Broker's full commission in connection with
119 said purchase transaction and the balance shall belong to Seller. This payment to Broker shall not terminate this Listing.

120 **BROKER DISCLOSURE TO CLIENTS**

121 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 122 (a) The duty to provide brokerage services to you fairly and honestly.
123 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
124 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
125 disclosure of the information is prohibited by law.
126 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
127 prohibited by law (see lines 250-252).
128 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
129 confidential information of other parties (see lines 175-187).
130 (f) The duty to safeguard trust funds and other property the broker holds.
131 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages
132 and disadvantages of the proposals.

133 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A BROKER**
134 **OWES ADDITIONAL DUTIES TO A CLIENT:**

- 135 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
136 release the broker from this duty.
137 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
138 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope
139 of the agency agreement.
140 (d) The broker will negotiate for you, unless you release the broker from this duty.
141 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give
142 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your interests.
143 If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"), different duties may
144 apply.

145 **■ MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

146 **■** A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the same transaction.
147 In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may provide services to the clients through
148 designated agency.

149 **■** Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other client or clients in the
150 transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions, and advice to the client for whom the
151 salesperson is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist
152 the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A salesperson will
153 not reveal any of your confidential information to another party unless required to do so by law.

154 **■** If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you authorize a multiple
155 representation relationship the broker may provide brokerage services to more than one client in a transaction but neither the broker nor any of the
156 broker's salespersons may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. If
157 you do not consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more than one client in the
158 transaction.

159 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

160 _____ I consent to designated agency.

161 _____ I consent to multiple representation relationships, but I do not consent to designated agency.

162 _____ I reject multiple representation relationships.

163 **NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION RELATIONSHIPS BY**
164 **WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO YOU IN YOUR AGENCY**
165 **AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE ANY QUESTIONS ABOUT THE**
166 **COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY RELATIONSHIP YOU SELECT WITH YOUR BROKER**
167 **YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY AGREEMENT.**

168 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by providing
169 brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests. A subagent will not, unless required
170 by law, provide advice or opinions to other parties if doing so is contrary to your interests.

171 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about brokerage services, but if**
172 **you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. This disclosure**
173 **is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language summary of a broker's duties to**
174 **you under section 452.133(2) of the Wisconsin statutes.**

175 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in confidence, or any information
176 obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless the information must be disclosed by law or
177 you authorize the broker to disclose particular information. A Broker shall continue to keep the information confidential after the Broker is no longer
178 providing brokerage services to you. The following information is required to be disclosed by law:

- 179 1) Material adverse facts, as defined in section 452.01(5g) of the Wisconsin statutes (see lines 250-252).
- 180 2) Any facts known by the broker that contradict any information included in a written inspection report on the property or real estate that is the
181 subject of the transaction.

182 To ensure that Broker is aware of what specific information you consider confidential, you may list that information below (see lines 184-185). At a
183 later time, you may also provide Broker with other information you consider to be confidential.

184 **CONFIDENTIAL INFORMATION:** _____
185 _____

186 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): _____
187 _____

188 **COMMISSION** Broker's commission shall be _____ % or _____ whichever is greater
189 _____
190 _____

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

- 192 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Assets;
- 193 2) Seller grants an option to purchase all or any part of the Assets which is subsequently exercised;
- 194 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Assets;
- 195 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
196 party, other than in the ordinary course of business;
- 197 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
198 ownership, management or control of the Business;
- 199 6) A buyer is Procured for the Assets by Broker, by Seller, or by any other person, at no less than the price and on substantially the same terms set
200 forth in this Listing and the standard provisions of the current WB-16 OFFER TO PURCHASE - BUSINESS WITH REAL ESTATE (if real property
201 is included in the list price) or WB-17 OFFER TO PURCHASE - BUSINESS WITHOUT REAL ESTATE, even if Seller does not accept this buyer's
202 offer;
- 203 7) Seller enters into a management contract involving all or any part of the Assets during the term of this Listing;
- 204 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.

205 **NOTE: Each item on lines 192-204 is a commissionable event and the commission due shall be the aggregate of the amounts earned for**
206 **all commissionable events. This may require allocation of list price or fair market value among Assets.**

207 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) or 2) above, or calculated
208 based on the list price under 3) (if an exchange of all Assets), 4), 5), 6), 7) or 8). A percentage commission shall be calculated on the fair market value
209 of the Assets exchanged under 3) if the exchange does not involve all Assets. "Purchase price" shall include all consideration received by Seller
210 including, but not limited to, buyer assumptions of debt, any Seller provided financing and all consideration received by other selling or transferring
211 parties, as the case may be. Once earned, Broker's commission is due and payable in full at the earlier of closing or the date set for closing, unless
212 otherwise agreed in writing. Broker's commission shall be earned if, during the term of the Listing, one owner of the Assets sells, conveys, exchanges
213 or options an interest in all or any part of the Assets to another owner, except by divorce judgment.

214 **NOTE: A sale, option, exchange or Procurement of a buyer for a portion of the Assets does not terminate the Listing of remaining Assets.**

215 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: _____
216 _____ (Exceptions if any): _____

217 **NOTICE: Broker has the authority under section 779.32 of the Wisconsin Statutes to file a broker lien for commissions or compensation**
218 **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**
219 **this Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real**
220 **property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned**
221 **for agricultural purposes.**

222 **■ DEFINITIONS:**

223 **ADVERSE FACT:** "Adverse Fact" means any of the following:

224 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 225 1) Significantly and adversely affecting the value of the property;
- 226 2) Significantly reducing the structural integrity of improvements to real estate; or
- 227 3) Presenting a significant health risk to occupants of the property.

228 (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
229 agreement made concerning the transaction.

230 **BUSINESS PERSONAL PROPERTY:** "Business Personal Property" is defined as all tangible and intangible personal property and rights in personal
231 property owned by Seller and used in the Business, including, but not limited to, furniture, trade fixtures and equipment, tools used in business,
232 telephone numbers and listings if transferable, customer lists, trade names, intellectual property, Internet domain names, digital media, digital
233 marketing, databases, business records, supplies, leases, advance lease deposits, customer deposits, signs, all other personal property used in the
234 Business, and if transferable, all permits, special licenses and franchises, except those assets disposed of in the ordinary course of business or as
235 permitted by the offer.

236 **CAUTION: Identify on lines 32-34 Business Personal Property not included in the list price or not exclusively owned by Seller, such as**
237 **licensed or rented personal property, tenants' personal property and tenants' trade fixtures.**

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

240 **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
241 of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically
242 adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen
243 and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling
244 units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas,
245 garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and
246 component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A
247 Fixture does not include trade fixtures owned by tenants of the Real Estate.

248 **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**
249 **exclusively owned by Seller, such as rented Fixtures.**

250 **MATERIAL ADVERSE FACT:** "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally
251 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
252 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.

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

257 **PROCURE:** A buyer is procured when during the term of the Listing, an enforceable contract of sale is entered into between the Seller and the buyer
258 or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written offer at the price and on substantially the terms specified
259 in this Listing. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under
260 the written offer. See lines 199-202.

261 **PROTECTED BUYER:** "Protected Buyer" means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this
262 Listing: 1) delivers to Seller or Broker a written offer to purchase, exchange or option on the Assets; 2) negotiates directly with Seller by discussing
263 with Seller the potential terms upon which buyer might acquire an interest in the Assets; or 3) attends an individual showing of the Assets or
264 discusses with Broker or cooperating brokers the potential terms upon which buyer might acquire an interest in the Assets, but only if Broker delivers
265 the buyer's name to Seller, in writing, no later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to
266 Seller in writing, may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the
267 identification of the individuals in the Listing; or b) if a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice
268 identifying the broker with whom the buyer negotiated and the date(s) of any showings or other negotiations. A Protected Buyer also includes any
269 Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Assets
270 during the extension of listing period as noted on lines 102-105.

271 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written notices to a
272 Party shall be effective only when accomplished by one of the methods specified at lines 273-290.

273 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 274 or 275.

274 Seller's recipient for delivery (optional): _____

275 Broker's recipient for delivery (optional): _____

276 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

277 Seller: (_____) _____ Broker: (_____) _____

278 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service,
279 addressed either to the Party, or to the Party's recipient for delivery if named at line 274 or 275, for delivery to the Party's delivery address at line 283
280 or 284.

281 (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
282 recipient for delivery if named at line 274 or 275, for delivery to the Party's delivery address at line 283 or 284.

283 Delivery address for Seller: _____

284 Delivery address for Broker: _____

285 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 289 or 290. If this is a
286 consumer transaction where the property being leased or purchased or the proceeds are used primarily for personal, family or household purposes,
287 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
288 electronic signatures in the transaction, as required by federal law.

289 E-Mail address for Seller: _____

290 E-Mail address for Broker: _____

291 **ADDITIONAL PROVISIONS** _____

292 _____

293 _____

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

295 ■ **TERM OF THE CONTRACT:** From the _____ day of _____, _____ up to
296 and including midnight of the _____ day of _____, _____.

297 ■ **READING/RECEIPT: THIS LISTING CONTRACT IS FOR SALE OF BUSINESS ASSETS. CONSULT APPROPRIATE ADVISORS FOR TAX,
298 LICENSING, LIABILITY OR RELATED ISSUES. IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BY
299 SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 6
300 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

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

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

303 Seller Entity Name (if any): _____

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

306 (x) _____
307 Individual Seller's Signature ▲ Print Name Here ► Date ▲

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

310 (x) _____
311 Individual Seller's Signature ▲ Print Name Here ► Date ▲

312 Seller Entity Name (if any): _____

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

315 (x) _____
316 Individual Seller's Signature ▲ Print Name Here ► Date ▲

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

319 (x) _____
320 Individual Seller's Signature ▲ Print Name Here ► Date ▲

321 (x) _____
322 Agent for Broker ▲ Print Name Here: ► Broker/Firm Name ▲ Date ▲