

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE TERMS SET FORTH IN THIS LISTING.
2 ■ **PROPERTY DESCRIPTION:** _____
3 _____ in the _____ of _____, County of
4 _____, Wisconsin. Insert additional description, if any, at lines 231 - 243 or attach as an addendum.
5 ■ **TERMS OF LISTING: LIST PRICE:** _____ Dollars (\$ _____).
6 _____ Dollars (\$ _____).
7 **TERMS:** Cash or equivalent at closing or _____.
8 **OCCUPANCY DATE:** _____ **OCCUPANCY CHARGE:** (if Seller occupies after closing): \$ _____ per day or part thereof.
9 **PROPERTY INCLUDED IN LIST PRICE:** Seller agrees to include in the list price all fixtures as defined at lines 155 - 159 unless excluded at
10 lines 13 - 14. The terms of the Offer to Purchase will determine what property is included or excluded in the transaction.
11 **ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE:** _____
12 _____
13 **ITEMS NOT INCLUDED IN THE LIST PRICE:** _____
14 _____
15 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
16 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
17 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
18 restrictions and covenants, general taxes levied in the year of closing and _____
19 _____ (provided none of the foregoing prohibit present use of the Property).
20 ■ **TITLE EVIDENCE:** Seller shall provide evidence of the condition of Seller's title in the form agreed to in the offer to purchase.
21 ■ **SELLER REPRESENTATIONS REGARDING PROPERTY CONDITIONS:** Seller represents to Broker that as of the date of this
22 Listing, Seller has no notice or knowledge of any conditions affecting the Property or transaction (as defined at lines 128-154) other than
23 those identified in the attached seller's disclosure report dated _____ (see lines 103-107 regarding seller disclosure
24 reports) and _____
25 _____.
26 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**
27 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows (e.g. on the property, at the
28 lot line, across the street, unknown, etc.): electricity _____; gas _____; municipal
29 sewer _____; municipal water _____; telephone _____; other
30 _____ STRIKE AND COMPLETE AS APPLICABLE _____.
31 ■ **ZONING:** Seller represents that the property is zoned _____.
32 ■ **MARKETING:** Broker agrees to use reasonable efforts to procure a purchaser for the Property, including, but not limited to, the
33 following: _____
34 _____ . Seller agrees that
35 Broker may market other properties during the term of this Listing. SEE LINES 84-89 REGARDING SELLER'S DUTY TO NOTIFY
36 BROKER OF ANY POTENTIAL PURCHASER OF WHICH SELLER HAS KNOWLEDGE, SELLER'S DUTY TO COOPERATE WITH
37 BROKER'S MARKETING EFFORTS AND PROVISIONS REGARDING BROKER'S ROLE AS MARKETING AGENT.
38 ■ **OTHER BROKERS:** The Parties agree that Broker will work and cooperate with other brokers in marketing the Property, including
39 brokers from other firms acting as subagents (agents of Seller retained by Broker) and brokers representing buyers, except: _____
40 _____ . **CAUTION:**
41 **LIMITING BROKER'S COOPERATION WITH OTHER BROKERS MAY REDUCE THE MARKETABILITY OF THE PROPERTY.**
42 ■ **EXCLUSIONS:** All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under
43 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
44 one week of this Listing Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker
45 a commission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from**
46 **previous listings is uncertain.** The following other buyers are excluded from this Listing until _____ INSERT DATE _____ :
47 _____
48 _____ . These other buyers are no longer excluded from this Listing after the
49 specified date unless, on or before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.
50 ■ **COMMISSION:** Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:
51 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
52 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
53 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
54 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
55 5) A purchaser is procured for the Property by Broker, by Seller, or by any other person, at the price and on substantially the
56 same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT LAND OFFER TO PURCHASE, even
57 if Seller does not accept this purchaser's offer. See lines 164 - 167 regarding procurement.
58 Broker's commission shall be _____ % or _____, whichever is greater.
59 The percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) or 2) above, or

60 calculated based on the list price under 3) (if an exchange of the entire Property), 4) or 5). If less than the entire Property is exchanged,
 61 the percentage commission shall be calculated on the fair market value of the Property exchanged. Once earned, Broker's commission
 62 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
 63 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
 64 Property to another owner, except by divorce judgment.

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

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

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts and
 85 to provide Broker with all records, documents and other material in Seller's possession or control which are required in connection with
 86 the sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these
 87 efforts which may include use of a multiple listing service, the Internet or a key lockbox system on Property. Seller shall promptly notify
 88 Broker in writing of any potential purchasers with whom Seller negotiates during the term of this Listing and shall promptly refer all
 89 persons making inquiries concerning the Property to Broker.

90 ■ **ATTORNEY FEES:** SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE
 91 PREVAILING PARTY SHALL HAVE THE RIGHT TO RECOVER REASONABLE ATTORNEY FEES.

92 ■ **FAIR HOUSING:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE
 93 PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN WISCONSIN STATUTES, SECTION
 94 111.32 (13M), DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY,
 95 FAMILIAL STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

96 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust
 97 account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller authorizes Broker
 98 to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement used in the transaction.
 99 If the transaction fails to close and the earnest money is disbursed to Seller, then upon disbursement to Seller the earnest money shall
 100 be paid first to reimburse Broker for cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess
 101 of the agreed commission, shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the
 102 balance shall belong to Seller. This payment to Broker shall not terminate this Listing.

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

108 ■ **SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending
 109 a showing of the Property. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage, and/or
 110 loss of personal property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury, property damage,
 111 or theft occurring during showings of the Property other than those caused by Broker's negligence or intentional wrongdoing.

112 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under
 113 the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder to Buyer at closing. Seller
 114 acknowledges that Seller remains liable under the lease(s) unless released by tenants. **CAUTION: Seller should consider obtaining**
 115 **an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.**

116 ■ **DEFINITIONS:**

117 **ADVERSE FACT:** An "adverse fact" means any of the following:

- 118 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 119 1. Significantly and adversely affecting the value of the Property.
 - 120 2. Significantly reducing the structural integrity of improvements to real estate.
 - 121 3. Presenting a significant health risk to occupants of the Property.

122 (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
 123 contract or agreement made concerning the transaction.

124 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is
 125 generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's
 126 decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms
 127 of such a contract or agreement.

- 128 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: A "condition affecting the Property or transaction" is defined as follows:
- 129 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
- 130 or the present use of the Property;
- 131 (b) completed or pending reassessment of the Property for property tax purposes;
- 132 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 133 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 134 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;
- 135 (f) conditions which would constitute a significant health or safety hazard for occupants of Property;
- 136 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including, but not limited to,
- 137 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
- 138 **COMM 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 139 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 140 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 141 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland
- 142 Preservation Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or
- 143 comparable program;
- 144 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
- 145 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 146 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 147 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 148 (n) subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations,
- 149 organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials,
- 150 high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 151 (o) a lack of legal vehicular access to the Property from public roads;
- 152 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73).
- 153 (q) other conditions or occurrences which would significantly increase the cost of development or reduce the value of the Property to
- 154 a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 155 **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land as to be treated as part
- 156 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
- 157 specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden
- 158 bulbs; plants; shrubs; trees and fences. **CAUTION: ANNUAL CROPS ARE NOT INCLUDED IN THE PURCHASE PRICE UNLESS**
- 159 **OTHERWISE AGREED AT LINE 13 OF THE WB-13 VACANT LAND OFFER TO PURCHASE. (See lines 11 - 12).**
- 160 **DELIVERY:** Unless otherwise stated, delivery of documents or written notices related to this Listing may be accomplished by: 1) giving
- 161 the document or written notice personally to the Party; 2) depositing the document or written notice postage or fees prepaid or charged
- 162 to an account in the U.S. Mail or a commercial delivery system, addressed to the Party, at the Party's address (See lines 259, 263.); 3)
- 163 electronically transmitting the document or written notice to the Party's fax number (See lines 259, 263.).
- 164 **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the purchaser or
- 165 when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms specified in this Listing. A
- 166 purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to complete the purchaser's obligations
- 167 under the written offer. (See lines 55 - 57.)
- 168 **■ AGENCY DISCLOSURE PROVISIONS:**
- 169 **■ AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION:** Wisconsin Statute § 452.135(2) requires Broker to
- 170 disclose that Seller is Broker's client. Broker's duties to Seller can be found at lines 191-200. Broker's duties to all parties can be found
- 171 at lines 174-190. The confidentiality rights of all parties can be found at lines 214-221. See lines 222-226 for information regarding
- 172 identification of confidential and non-confidential information at lines 227-230. If a multiple representation relationship is consented
- 173 to and does occur, both parties will be Broker's clients.
- 174 **■ DUTIES OWED TO ALL PARTIES:** Wisconsin Statute § 452.133(1) states that in providing brokerage services to a party to a
- 175 transaction (including both clients and customers), a broker shall do all of the following:
- 176 (a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.
- 177 (b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- 178 (c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover through
- 179 reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.
- 180 (d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she knows
- 181 a reasonable party would want to be kept confidential, unless the information must be disclosed under (c), or Wis. Stat. § 452.23
- 182 (information contradicting third party inspection or investigation reports), or is otherwise required by law to be disclosed or the party
- 183 whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of particular confidential
- 184 information. A broker shall continue to keep the information confidential after the transaction is complete and after the broker is no
- 185 longer providing brokerage services to the party.
- 186 (e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information, within a
- 187 reasonable time of the party's request, unless disclosure of the information is prohibited by law.
- 188 (f) Account for all property of the parties coming into the possession of a broker within a reasonable time of receipt.
- 189 (g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the advantages
- 190 and disadvantages of the proposals.
- 191 **■ DUTIES OWED TO CLIENTS ONLY:** Wisconsin Statute § 452.133(2) states that in addition to his or her duties under lines 174-190,
- 192 a broker providing brokerage services to his or her client shall do all the following:
- 193 (a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty to a
- 194 client violates the broker's duties under lines 174-190 or Wis. Stat. § 452.137(2) (duties to all clients in multiple representation
- 195 situations).
- 196 (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 or
- 197 discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 180 - 185) and other
- 198 information, the disclosure of which is prohibited by law.
- 199 (c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement,
- 200 that are not inconsistent with another duty that the broker has under Wis. Stat. Chapter 452 or any other law.

201 **MULTIPLE REPRESENTATION (DUAL AGENCY):**
202 Wisconsin Statute § 452.137 states that Broker may represent both parties in the same transaction only with the written consent of both
203 parties. A multiple representation relationship would exist if Broker was the buyer's agent for a buyer seeking to acquire an interest in
204 the Property. In a multiple representation relationship, Broker will provide the marketing and other services agreed upon in this Listing.
205 Broker will continue to provide information and advice to both parties, but is not allowed to place the interests of either party ahead of
206 the other in negotiations. During negotiations, Broker will prepare approved forms to accomplish the intent of the party making the
207 proposal. Broker will present the proposal in an objective and unbiased manner, disclosing the proposal's advantages and
208 disadvantages. Broker shall not disclose confidential information of either party unless required by law. **(NOTE: Wisconsin**
209 **Administrative Code section RL 24.07 requires disclosure of adverse material facts to all interested parties).** If Seller consents
210 to the multiple representation relationship, Seller is indicating that Seller understands Broker's duties to all parties to a transaction (see
211 lines 174-190) and Broker's duties to a client (see lines 191-200) and that if a multiple representation relationship arises, Broker will
212 owe the same duties to buyer that Broker owes to Seller. (See lines 191-200.)

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

214 **CONFIDENTIALITY NOTICE:**
215 A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN CONFIDENCE
216 AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE PARTY WOULD WANT TO
217 BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW. THE FOLLOWING
218 INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:

219 1) MATERIAL ADVERSE FACTS AS DEFINED IN § 452.01 (5g) OF THE WISCONSIN STATUTES. (See lines 124 to 127)

220 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
221 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

222 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
223 THAT INFORMATION AT LINES 227 TO 228. AT A LATER TIME, YOU ALSO MAY PROVIDE THE BROKER WITH OTHER WRITTEN
224 NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION WHICH
225 MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS SELLER'S MOTIVATION TO SELL) AS NON-CONFIDENTIAL AT
226 LINES 229 TO 230.

227 **CONFIDENTIAL INFORMATION:** _____

228 _____

229 **NON-CONFIDENTIAL INFORMATION:** _____

230 _____

231 **ADDITIONAL PROVISIONS:** _____

232 _____

233 _____

234 _____

235 _____

236 _____

237 _____

238 _____

239 _____

240 _____

241 _____

242 _____

243 _____

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

245 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A**
246 **GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE**
247 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY**
248 **OTHER REAL ESTATE CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. SELLER SHOULD**
249 **CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR HOME INSPECTORS IF**
250 **SERVICES BEYOND BROKER'S MARKETING SERVICES ARE REQUIRED.**

251 **TERM OF THE CONTRACT:** FROM THE _____ DAY OF _____, UP TO AND
252 INCLUDING MIDNIGHT OF THE _____ DAY OF _____.

253 Dated this _____ day of _____.

254 (X) _____
255 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

256 (X) _____
257 Seller's Signature ▲ Print Name Here: ► Social Security No. or FEIN ▲ Date ▲

258 _____
259 Seller's Address ▲ Phone # ▲ Fax # ▲

261 (X) _____
262 Agent for Broker ▲ (Print Name) ► Broker/Firm Name ▲

263 _____
264 Broker/Firm Address ▲ Phone # ▲ Fax # ▲