

WB-5 COMMERCIAL LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: 1415 W Wisconsin St
 3 _____ in the _____ City _____ of _____ Sparta _____, County of _____ Monroe _____,
 4 Wisconsin. Insert additional description, if any, at lines 258-270 or attach as an addendum per lines 271-277.

5 ■ **LIST PRICE:** _____ Nine Hundred Ninety-Five Thousand _____ Dollars (\$ 995,000.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 11-14,
 7 and the following items: N/A
 8 _____
 9 _____

10 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will
 11 continue to be owned by the lessor. (See lines 194-204): Seller's Personal Equipment
 12 _____
 13 _____

15 ■ Seller shall convey the personal property by Bill of Sale, free and clear of all liens and encumbrances except:
 16 _____
 17 _____

18 ■ **SELLER AUTHORITY TO SELL:** Seller represents that Seller has authority to convey the Property. If the
 19 Property's owner is an entity, Seller agrees, within ten days of the execution of this Listing, to provide Broker with a
 20 copy of documents evidencing that the sale of the Property has been properly authorized.

21 ■ **ZONING:** Seller represents that the Property is zoned: G2 Commercial

22 ■ **ZONING VARIANCES, NONCONFORMING USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the
 23 Property is subject to the following special zoning, land use, development restrictions, zoning variances, nonconforming
 24 uses or other conditions affecting the Property: N/A
 25 _____

26 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
 27 Seller agrees that Broker may market Seller's personal property identified on lines 7-9 during the term of this Listing.
 28 Broker's marketing may include: MLS, Newspapers, Loopnet, Property Drive, CIMLS and CCIM
 29 Broker may advertise the following special financing and incentives offered by Seller: _____
 30 _____

31 Seller has a duty to cooperate with Broker's marketing efforts. See lines 87-93 regarding Broker's role as marketing
 32 agent and Seller's duty to notify Broker of any potential buyer known to Seller. Seller agrees that Broker may market
 33 other properties during the term of this Listing.

34 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing
 35 and to have the Property in broom swept condition and free of all debris and personal property except for personal
 36 property belonging to current tenants, sold to buyer or left with buyer's consent.

37 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work
 38 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
 39 (agents from other companies engaged by Broker - See lines 151-154) and brokers representing buyers. Cooperation
 40 includes providing access to the Property for showing purposes and presenting offers and other proposals from these
 41 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be
 42 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: N/A
 43 _____

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

45 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing
 46 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.
 47 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.
 48 The following other buyers are excluded from this Listing until _____ June 22, 2017 _____ [INSERT DATE]:
 49 SEE ATTACHED

50 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
 51 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

52 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: Two
 53 (2.0%) Percent . (Exceptions if any): _____ N/A _____

54 ■ **COMMISSION:** Broker's commission shall be _____ Five (5.0%) Percent _____

254 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by
255 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may
256 photograph or videotape Property unless otherwise provided for in additional provisions at lines 258-270 or in an
257 addendum per lines 271-277.

258 ■ **ADDITIONAL PROVISIONS: NOTICE:** Broker has the authority under section 779.32 of the Wisconsin Statutes to file
259 a broker lien for commissions or compensation earned but not paid when due against the commercial real estate, or the
260 interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real
261 estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes
262 and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

263 _____
264 _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____

271 ■ **ADDENDA:** The attached addenda _____
272 _____
273 _____
274 _____
275 _____
276 _____
277 _____

_____ is/are made part of this Listing.
278 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and
279 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
280 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

281 ■ **TERM OF THE CONTRACT:** From the 23rd day of May, 2017
282 up to and including midnight of the 31st day of December, 2017

283 ■ **READING/RECEIPT: BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
284 **LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY**
285 **OTHER DOCUMENTS INCORPORATED INTO THE LISTING.**

286 (x) *Dennis Sweet* _____ Classic Enterprises, Inc. _____ 05/23/2017
287 **Seller's Signature ▲** DENNIS SWEET _____ **Print Name Here: ▲** _____ **Date ▲**
1415 W Wisconsin St _____
288 Sparta, WI 54656 _____ (608) 269-1962
289 **Seller's Address ▲** _____ **Seller's Phone # ▲**

290 _____
291 **Seller's Fax # ▲** _____ **Seller's E-Mail Address ▲** _____

292 (x) _____ Classic Enterprises, Inc. _____ 05/23/2017
293 **Seller's Signature ▲** DONNA SWEET _____ **Print Name Here: ▲** _____ **Date ▲**
1415 W Wisconsin St _____
294 Sparta, WI 54656 _____ (608) 269-1806
295 **Seller's Address ▲** _____ **Seller's Phone # ▲**

296 _____
297 **Seller's Fax # ▲** _____ **Seller's E-Mail Address ▲** _____

298 (x) *Roger W. McDowell* _____ Coldwell Banker River Valley _____ 05/23/2017
299 **Agent for Broker ▲** Roger W Mc Dowell _____ **Print Name Here: ▲** _____ **Realtors** _____ **Date ▲**
118 7th Street, South _____ **Broker/Firm Name ▲** _____
300 LaCrosse, WI 54601 _____ (608) 780-7040
301 **Broker/Firm Address ▲** _____ **Broker/Firm Phone # ▲**

302 (608) 784-4660 _____ rmcdowell@cbrivervalley.com
303 **Broker/Firm Fax # ▲** _____ **Broker/Firm E-Mail Address ▲**