

**EXCLUSIVE LISTING CONTRACT RIGHT TO RENT COMMERCIAL PROPERTY**

1 Owner gives Broker the exclusive right to procure tenant(s) and negotiate lease(s) of the real estate and fixtures located at  
2 2300 South Park Street

3 \_\_\_\_\_, in the City of  
4 Madison, County of Dane, Wisconsin, commonly  
5 known as: Village on Park

6 Insert additional description of real estate, if necessary, at lines 276-280, or attach an addendum per lines 274-275.

7  **PERSONAL PROPERTY INCLUDED IN LIST PRICE:** n/a

8  
9  **LISTED RENT:** [CHECK ONE OR MORE ACCEPTABLE RENT OPTIONS] See lines 213-214, 219-220 and 243-250 for definitions.

10  \$ see Addendum X, monthly (net) (gross) ~~STRIKE ONE~~ ("net" if neither is stricken) rent.

11  \$ see Addendum X, annual (net) (gross) ~~STRIKE ONE~~ ("net" if neither is stricken) rent, per square foot of (usable) (rentable)

12 ~~STRIKE ONE~~ ("rentable" if neither is stricken) interior area, payable monthly.

13  **MINIMUM LEASE TERM:** \_\_\_\_\_ months. Specify lease commencement date(s), if applicable, at lines 14-16.

14  **ADDITIONAL LEASE PROVISIONS** see Addendum X

15  
16  
17  **ATTACHED LEASE TERMS** See terms of attached lease which is incorporated by reference as if fully set forth.

18  **ADDITIONAL TERMS AND CONDITIONS** \_\_\_\_\_

19  
20  
21 **NOTE: Address issues such as property usage and exclude rented fixtures and tenant's trade fixtures currently on site, as**  
22 **applicable. If additional space is required see lines 276-280 or attach an addendum per lines 274-275.**

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

24 1) A lease of all or part of Property is entered into by Owner with a tenant procured by Broker, by Owner or by any other person;  
25 2) A tenant is procured for all or any part of the Property by Broker, Owner or any other person for the rent and substantially upon the  
26 terms and conditions set forth in this listing, or

27 3) A tenant under 1) or 2) above enters into a renewal, extension or amendment of a lease of all or part of Property with Owner or  
28 enters into a new lease or leases additional square footage of Property.

29 Broker's commission shall be: 6.00% of the total sum of the base rent of the lease term. Should another  
30 broker procure a tenant and execute a lease, the commission will be split 50/50

31 All commissions are payable as follows: Commission is paid in full when tenant pays 1st month's rent

32  
33  
34  **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of documents and written  
35 notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-53.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 37 or 38.

37 Owner's recipient for delivery (optional): \_\_\_\_\_

38 Broker's recipient for delivery (optional): \_\_\_\_\_

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

40 Owner: (\_\_\_\_\_) \_\_\_\_\_ Broker: (\_\_\_\_\_) \_\_\_\_\_

41  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial  
42 delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 37 or 38, for delivery to the Party's  
43 delivery address at line 46 or 47.

44  (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  
45 Party's recipient for delivery if named at line 37 or 38, for delivery to the Party's delivery address at line 46 or 47.

46 Delivery address for Owner: Madison Municipal Building, 215 Martin Luther King, Jr. Blvd Suite 312

47 Delivery address for Broker: 2801 International Ln Suite 216, Madison, WI 53704

48  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 52 or 53.  
49 If this is a consumer transaction where the property being rented or the rental proceeds are used primarily for personal, family or  
50 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic  
51 documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

52 E-Mail address for Owner: kkoval@cityofmadison.com

53 E-Mail address for Broker: kent@platorealestate.com

54  **TERMINATION FEE** If this Listing is terminated because of a sale, exchange, option or other transfer of legal or equitable title to the  
55 Property, Owner agrees to pay Broker a termination fee in the amount of: \$ \_\_\_\_\_  
56 or \_\_\_\_\_ % of the sale price (or the fair market value of the Property in the case of an exchange), whichever is greater.  
57 The termination fee shall be due at the time of closing or transaction and shall be reduced by any commissions payable to Broker in  
58 connection with the transaction. A sale of part of the Property does not terminate this Listing as to the remainder of the Property. This  
59 Listing shall not terminate because of the lease of all or part of the Property.

60 NOTICE: Broker has the authority under Wis. Stat. § 779.32 to file a broker lien for commissions or compensation earned but  
 61 not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject  
 62 of this Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units,  
 63 (b) real property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real  
 64 property that is zoned for agricultural purposes.

65 **OWNER'S COOPERATION** Owner agrees to cooperate fully with Broker in all respects regarding the leasing (or other transfer of the  
 66 Property) and the performance of the Broker's duties under this Listing, to allow Broker to show the Property at reasonable times and  
 67 upon reasonable notice, to allow Broker to advertise including placing a "For Lease" sign upon the Property and advertise incentives,  
 68 repairs, build-outs, credits, etc. offered by Owner in additional provisions at lines 276-280 in an addendum attached per lines 274-275.

69 **OWNER'S DISCLOSURE REPORT** Wis. Admin. Code Chapter REEB 24 requires listing brokers to make inquiries of the Owner on  
 70 the structure, mechanical systems and other relevant aspects of the property and to request that the Owner provide a written response  
 71 to the broker's inquiry. Owner agrees to provide Broker with written disclosure of all defects known to Seller with regards to the Property  
 72 and to complete any and all other disclosure report(s) provided by Broker, as may be applicable or required by law. Owner agrees to  
 73 promptly amend the report(s) to include any defects (as defined in the report(s)) which Owner learns of after completion of the report(s),  
 74 but before acceptance of a tenant's lease. Owner authorizes Broker to distribute the report(s) to all interested parties and their agents  
 75 inquiring about the Property, and acknowledges that Broker has a duty to disclose all Material Adverse Facts, as required by law.

76 **OWNER REPRESENTATIONS REGARDING DEFECTS** Owner represents to Broker that as of the date of this Listing, if an owner's  
 77 disclosure report or other form of written response to Broker's inquiry regarding the condition of the Property has been made by the  
 78 Owner, the Owner has no notice or knowledge of any defects affecting the Property other than those noted on Owner's disclosure  
 79 report(s) or written response(s).

80 **WARNING: IF OWNER REPRESENTATIONS AT LINES 161-184 AND ELSEWHERE ARE NOT CORRECT, OWNER MAY BE**  
 81 **LIABLE FOR DAMAGES AND COSTS.**

82 **OWNER'S OBLIGATIONS** During the term of this Listing, Owner agrees to provide to Broker:

- 83 (1) Copies of all code violation orders and notices, information and reports regarding environmental concerns on the Property, and all  
 84 other records and documents relating to conditions affecting the Property;
- 85 (2) Any Owner approved leases, addenda, rules and regulations and related forms and materials required in connection with the  
 86 renting of the Property; and
- 87 (3) Make available to Broker all data, records, documents, rules and regulations, and other materials required in connection with the  
 88 renting of the Property.

89 **■ BROKER DISCLOSURE TO CLIENTS:**

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

- 91 (a) The duty to provide brokerage services to you fairly and honestly.
- 92 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 93 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless  
 94 disclosure of the information is prohibited by law.
- 95 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is  
 96 prohibited by law. (See lines 215-218)
- 97 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the  
 98 confidential information of other parties. (See lines 155-157)
- 99 (f) The duty to safeguard trust funds and other property the broker holds.
- 100 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and  
 101 disadvantages of the proposals.

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

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

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

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

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

124 **■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you authorize a**  
 125 **multiple representation relationship the broker may provide brokerage services to more than one client in a transaction but neither the**

126 broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may favor the interests  
127 of one client over any other client. If you do not consent to a multiple representation relationship the broker will not be allowed to  
128 provide brokerage services to more than one client in the transaction.

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

- 130 \_\_\_\_\_ I consent to designated agency.
- 131   X   \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.
- 132 \_\_\_\_\_ I reject multiple representation relationships.

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

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

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

145 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in confidence, or any  
146 information obtained by Broker that he or she knows a reasonable person would want to be kept confidential, unless the information  
147 must be disclosed by law or you authorize Broker to disclose particular information. Broker shall continue to keep the information  
148 confidential after Broker is no longer providing brokerage services to you.

149 The following information is required to be disclosed by law:

- 150 1) Material adverse facts, as defined in section 452.01(5g) of the Wisconsin statutes (lines 215-218).
- 151 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property or real estate  
152 that is the subject of the transaction.

153 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information below (see lines  
154 155-157). At a later time, you may also provide the Broker with other information you consider to be confidential.

155 **CONFIDENTIAL INFORMATION:** \_\_\_\_\_  
156 \_\_\_\_\_  
157 \_\_\_\_\_

158 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): \_\_\_\_\_  
159 \_\_\_\_\_  
160 \_\_\_\_\_

161 **OWNER'S WARRANTIES, COVENANTS AND REPRESENTATIONS** Owner represents any materials and information given to  
162 Broker by Owner are true and complete and that the lease and other forms provided to Broker by Owner comply with all applicable  
163 laws. Owner agrees to hold Broker harmless from loss by reason of Broker's use of these materials, forms and information pursuant to  
164 the terms of this Listing, including the payment of reasonable attorney's fees in the event of any suit against Broker arising out of the  
165 use of these materials, forms and information.

166 Owner warrants and represents to Broker that:

- 167 (1) Owner has no notice or knowledge of any conditions affecting the Property ~~unless indicated at lines 276-280 or in an addendum~~  
168 ~~attached per lines 274-275.~~
- 169 (2) Owner has no notice or knowledge of other conditions or occurrences which would significantly reduce the value of the rental  
170 interest to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 171 (3) Owner has made no rent concessions or other agreements affecting the Property other than those disclosed in writing to Broker  
172 prior to execution of this Listing.
- 173 (4) Owner has authority to lease the Property. If the Owner is an entity, Owner agrees, within ten days of (Broker's request)  
174 (execution of this Listing) **STRIKE ONE** ("execution of this Listing" if neither stricken), to provide Broker with a copy of documents  
175 evidencing that the lease of the Property has been properly authorized. If Owner is a tenant subleasing the Property, Owner  
176 represents that Owner has authority to enter into this Listing and to sublease the Property. Owner agrees, within ten days of  
177 Broker's request, to provide Broker with a copy of documents evidencing that the sublease of the Property has been properly  
178 authorized.
- 179 (5) Owner agrees to make the following repairs and build-outs to the Property: negotiable

180 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE**  
181 Exceptions to representations stated in lines 167-180: n/a

182  
183 Owner agrees to promptly inform Broker, in writing, of any information that would modify the above representations during the term of  
184 this Listing.

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

188 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered  
189 with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at  
190 (608) 240-5830.

191 **MISCELLANEOUS PROVISIONS** The warranties, representations and covenants made in this Listing survive the execution of this  
192 listing and the lease. This Listing, including any amendments to it, contains the entire agreement of the Parties to this Listing. All prior

193 negotiations and discussions have been merged into this Listing. This agreement binds and inures to the benefit of the Parties to this  
 194 Listing and their successors in interest.

195 **SHOWING RESPONSIBILITIES** Owner is aware that there is a potential risk of injury, damage and/or theft involving persons  
 196 attending a showing of the Property. Owner accepts responsibility for preparing the Property to minimize the likelihood of injury,  
 197 damage and/or loss of personal property. Owner agrees to hold Broker harmless for any losses or liability resulting from personal injury,  
 198 property damage or theft occurring during showings other than those caused by Broker's negligence or intentional wrongdoing. Owner  
 199 acknowledges that showings may be conducted by licensees other than Broker, that appraisers and inspectors may conduct appraisals  
 200 and inspections without being accompanied by Broker or other licensees, and that potential tenants or licensees may be present at all  
 201 inspections and testing and may photograph or videotape Property unless otherwise provided for in additional provisions at lines 276-  
 202 280 or in an addendum attached per lines 274-275.

203 **DEFINITIONS:**

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

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

- 206 1) significantly and adversely affecting the value of the Property;
- 207 2) significantly reducing the structural integrity of improvements to real estate; or
- 208 3) presenting a significant health risk to occupants of the Property.

209 (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  
 210 contract or agreement made concerning the transaction.

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

213 **GROSS RENT:** "Gross rent" lease means the tenant will pay the designated rent plus any amounts agreed upon to compensate  
 214 Owner for tenant improvement costs. Owner shall pay all taxes, utilities, insurance and other operating expenses.

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

219 **NET RENT:** "Net rent" lease means the tenant will pay the designated rent plus all taxes, utilities, insurance, any amounts agreed  
 220 upon to compensate Owner for tenant improvement costs and all other operating expenses.

221 **OWNER:** "Owner," means the party who, by executing this Listing, authorizes Broker to procure tenants and to negotiate leases.  
 222 "Owner" includes a person(s) who has a tenancy interest who is/are seeking to sublease the Property.

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

228 **PROTECTED TENANT:** "Protected tenant" means a tenant who personally, or through any Person Acting on Behalf of Tenant, during  
 229 the term of the Listing: 1) delivers to Owner or Broker a written rental proposal regarding the Property; 2) negotiates directly with Owner  
 230 by discussing with Owner the potential terms upon which tenant might acquire a rental interest in the Property; or 3) attends an  
 231 individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon which tenant might acquire  
 232 a rental interest in the property, but only if Broker delivers the tenant's name to Owner, in writing, no later than three days after the  
 233 expiration of the Listing. The requirement in 3), to deliver the tenant's name to Owner in writing, may be fulfilled as follows: a) If the  
 234 Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,  
 235 b) if a tenant has requested that the tenant's identity remain confidential, by delivery of a written notice identifying the broker with whom  
 236 the tenant negotiated and the date(s) of any showings or other negotiations. A Protected Tenant also includes any Person Acting on  
 237 Behalf of Tenant joined in interest with or otherwise acting on behalf of a Protected Tenant, who acquires an interest in the Property  
 238 during the extension of listing period as noted on lines 251-255.

239 **PROCURE:** A tenant is procured when a lease of all or part of the Property is entered into between the Owner and a tenant or when a  
 240 ready, willing and able tenant submits a written lease proposal at substantially the terms specified in this Listing. A tenant is ready  
 241 willing and able when the tenant submitting the written lease proposal has the ability to complete the tenant's obligations under the  
 242 lease.

243 **RENTABLE SQUARE FOOTAGE:** "Rentable square footage" means the tenant's pro rata portion of the entire floor, excluding  
 244 elements of the building that penetrate through the floor to areas below. The rentable area of a floor is computed by measuring to the  
 245 inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. No  
 246 deductions are made for columns and projections necessary to the building.

247 **USABLE SQUARE FOOTAGE:** "Usable square footage" means the actual occupiable floor area; computed by measuring the finished  
 248 surface of the rented space side of corridor and other permanent walls to the center of partitions that separate the rented space from  
 249 adjoining usable areas, and to the inside finished surface of the dominate portion of the permanent outer building walls. No deductions  
 250 are made for columns and projections necessary to the building.

251 **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a  
 252 written request from Owner or a broker who has listed the Property, Broker agrees to promptly deliver to Owner a written list of those  
 253 tenants known by Broker to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of  
 254 the term stated in this Listing, this Listing shall be extended for Protected Tenants, on the same terms, for one year after the Listing is  
 255 terminated.

256 **TERMINATION OF LISTING:** Neither Owner nor Broker has the legal right to unilaterally terminate this Listing absent a material  
 257 breach of contract by the other party. Owner understands that the parties to the Listing are Owner and the Broker (firm). Owner and  
 258 Broker agree that any termination of this Listing by either party before the date stated on line 282 shall be indicated to the other Party in  
 259 writing and shall not be effective until delivered to the other Party in accordance with lines 36-53.

260 ■ **EXCLUSIONS:** All persons whose lease of the Property would earn a prior listing broker a commission under a prior listing contract  
261 are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within seven days of  
262 this Listing, Owner agrees to deliver to Broker a written list of all persons whose procurement as a tenant would earn another broker a  
263 commission under a prior listing contract. The following other potential tenants are excluded from this Listing until \_\_\_\_\_

264 [INSERT DATE] Exclusions include: City of Madison, Dane County or Madison College

265 These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has  
266 either entered into a lease with the tenant or rented the Property to the tenant.

267 **OWNER'S AUTHORIZATION** Owner authorizes Broker and Broker agrees to use reasonable efforts to procure tenants, negotiate  
268 leases of the Property, receive and hold deposits **STRIKE DUTIES WHICH DO NOT APPLY** and provide the following services:

269 \_\_\_\_\_  
270 This Property is also subject to:  A Property Management Agreement  A Listing Contract for Sale of Property [CHECK AS  
271 APPLICABLE] between Owner and Broker.

272 **NOTE: Unless otherwise agreed, this Listing does not obligate Broker to perform any property management duties (e.g.**  
273 **building maintenance) or listing for sale duties.**

274 **ADDENDA** The attached Addendum X is also made part of this listing contract

275 \_\_\_\_\_ is/are made part of this Listing.

276 **ADDITIONAL PROVISIONS** For any tenant procued by Plato Commercial Real Estate, LLC, should said  
277 tenant renew/extend their lease after the inital term, Landlord will pay Broker a 3% commission on  
278 the lease renewals/extensions of the said Tenant (only if Tenant has fixed renewals in original  
279 lease). In regards to commission, should lease be a NNN lease, commission will be based on the base  
280 rent. Should lease be a gross lease, commission will be based on the gross rent

281 ■ **TERM OF THE CONTRACT:** From the 9th day of July, 2015, up to and  
282 including midnight of the 8th day of July, 2016.

283 **READING/RECEIPT: BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT**  
284 **AND THAT HE/SHE HAS READ ALL 5 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED**  
285 **INTO THE LISTING.**

286 Owner Entity Name (if any): Community Development Authority of the City of Madison

287 (x) \_\_\_\_\_  
288 Authorized Signature \_\_\_\_\_ Print Name & Title Here Natalie Erdman, Executive Director, CDA Date \_\_\_\_\_

289 (x) \_\_\_\_\_  
290 Individual Owner's Signature \_\_\_\_\_ Print Name Here \_\_\_\_\_ Date \_\_\_\_\_

291 (x) \_\_\_\_\_  
292 Authorized Signature \_\_\_\_\_ Print Name & Title Here \_\_\_\_\_ Date \_\_\_\_\_

293 (x) \_\_\_\_\_  
294 Individual Owner's Signature \_\_\_\_\_ Print Name Here \_\_\_\_\_ Date \_\_\_\_\_

295 Owner Entity Name (if any): \_\_\_\_\_

296 (x) \_\_\_\_\_  
297 Authorized Signature \_\_\_\_\_ Print Name & Title Here \_\_\_\_\_ Date \_\_\_\_\_

298 (x) \_\_\_\_\_  
299 Individual Owner's Signature \_\_\_\_\_ Print Name Here \_\_\_\_\_ Date \_\_\_\_\_

300 (x) \_\_\_\_\_  
301 Authorized Signature \_\_\_\_\_ Print Name & Title Here \_\_\_\_\_ Date \_\_\_\_\_

302 (x) \_\_\_\_\_  
303 Individual Owner's Signature \_\_\_\_\_ Print Name Here \_\_\_\_\_ Date \_\_\_\_\_

304 (x) [Signature] Plato Commercial Real Estate, LLC 7/2/15  
305 Agent for Broker \_\_\_\_\_ Print Name Here: Kent Yan Broker/Firm Name ▲ Date \_\_\_\_\_

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Drafted by: Attorney Cori M. Lamont  
No representation is made as the legal validity of any provision or the adequacy of any provision in any specific transaction.

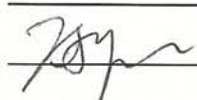
**Addendum X to Listing Contract  
2300 Sout Park St.**

The following are additional items and terms pertaining to the Exclusive Listing Contract Right to Rent Commerical Property between Community Development Authority of the City of Madison and Plato Commercial Real Estate, LLC

- Listing contract shall be for vacant space/units that are not encumbered with an expansion option. Broker will not be required to handle the leasing for the existing tenants that do not have a renewal or expansion option
- For lower level office/retail space, marking rental rate shall be \$12.00 - \$14.00 per sq. ft. annual gross
- For ground level retail space, marketing rental rate shall be \$16.00 per sq. ft. annual gross
- For vacant storage or short-term space (in the northern building), marketing rental rate shall be negotiable
- Landlord discloses that there is asbestos in the Atrium Ceiling
- Listing Contract can be terminated at any time by either party with 30 days prior written notice

Owner's Signature:

Broker's/Agent's Signature:

\_\_\_\_\_  7/2/15