305-25 3rd Street S

### LISTING CONTRACT TO LEASE COMMERCIAL PROPERTY - EXCLUSIVE RIGHT TO LEASE

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3	, in theof
4	La Crosse , Wisconsin ("Premises"), Insert additional description of real estate, if necessary, at lines 261-270, or
5 6 7	attach an addendum per lines 271-272.  ■ PERSONAL PROPERTY INCLUDED IN LIST PRICE: -none-
13 14 15	LISTED RENT: [CHECK ONE OR MORE ACCEPTABLE RENT OPTIONS]  X \$ 6,200.00 , monthly (Net) (Gross) STRIKE ONE ("Net" if neither is stricken) rent.  \$, annual (Net) (Gross) STRIKE ONE ("Net" if neither is stricken) rent, per square foot of (usable) (rentable) STRIKE ONE ("rentable" if neither is stricken) interior area, payable monthly.  MINIMUM LEASE TERM: 36
16 17 18	ATTACHED LEASE TERMS See terms of attached lease, which is incorporated by reference as if fully set forth.  ADDITIONAL TERMS AND CONDITIONS
19	NOTE: Address is a second of the second of t
20 21 22	NOTE: Address issues such as property usage and exclude rented fixtures and tenant's trade fixtures currently on site, as applicable. If additional space is required see lines 261-270 or attach an addendum per lines 271-272.  COMMISSION The Firm's commission shall be 6.0% of the total lease payments due under executed lease agreement
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24 25 26	Owner shall pay the Firm's commission, which shall be earned if, during the term of this Listing:  1) A lease of all or part of Premises is entered into by Owner with a tenant;  2) A tenant is secured for all or any part of the Premises by the Firm, the Owner or any other person for the rent and substantially upon the terms and conditions set
27	forth in this listing, or
28 29	3) A tenant under 1) or 2) above enters into a renewal, extension or amendment of a lease of all or part of Premises with Owner or enters into a new lease or leases additional square footage of Premises.
30	All commissions are payable as follows: See Additional Provisions - Lines 261 - 268
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32	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a Party shall be
34	effective only when accomplished by one of the methods specified at lines 35-51.
35	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at lines 36 or 37.
36	Owner's recipient for delivery (if any): Adam Lorentz
	Firm's recipient for delivery (if any): Aaron Wickesberg
40	(3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either the Party, or to the Party's recipient for delivery if named at lines 36 or 37, for delivery to the Party's delivery address at lines 44 or 45.
42	(4) <u>U.S. Mail:</u> depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party's recipient for delivery if
43	named at lines 36 or 37, for delivery to the Party's delivery address at lines 44 or 45.
44	Delivery address for Owner:
45	Delivery address for Firm:
46	X (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 50 or 51. If this is a consumer
47	transaction where the property being rented or the rental proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail
48 49	address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
50	E-Mail address for Owner: lorentza@cityoflacrosse.org
51	E-Mail address for Firm: aaron@reliantres.com
52	TERMINATION FEE If this Listing is terminated because of a sale, exchange, option or other transfer of legal or equitable title to the Premises. Owner agrees to
53	pay the Firm a termination fee in the amount of: \$ or % of the sale price (or the fair market value of the Premises in the case of an exchange), whichever is greater. The termination fee shall be due at the time of closing and shall be reduced by any
	market value of the Premises in the case of an exchange), whichever is greater. The termination fee shall be due at the time of closing and shall be reduced by any
55 56	commissions payable to the Firm in connection with the transaction. A sale of part of the Premises does not terminate this Listing as to the remainder of the Premises. This Listing shall not terminate because of the lease of all or part of the Premises.
57	LIEN NOTICE: The Firm has the authority under Wis. Stat. § 779.32 to file a lien for commissions or compensation earned but not paid when due against
58 59	the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any
	buildings or structures, and (c) real property that is zoned for agricultural purposes.

61 OWNER'S COOPERATION Owner agrees to cooperate fully with the Firm and its agents in all respects regarding the leasing (or other transfer of the Premises) and the performance of the Firm's duties under this Listing, to allow the Firm to show the Premises at reasonable times and upon reasonable notice, to allow the Firm

- to advertise including placing a "For Lease" sign upon the Premises and advertise incentives, repairs, build-outs, credits, etc. offered by Owner in additional provisions at lines 261-270 in an addendum attached per lines 271-272.
- OWNER'S DISCLOSURE REPORT Wis. Admin. Code Chapter REEB 24 requires listing firms to make inquiries of the Owner on the structure, mechanical systems and other relevant aspects of the property and to request that the Owner provide a written response to the firm's inquiry. Owner agrees to provide the Firm with written disclosure of all defects known to Seller with regards to the Premises and to complete any and all other disclosure report(s) provided by the Firm, as may be applicable or required by law. Owner agrees to 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), but before acceptance of a tenant's lease. Owner authorizes the Firm to distribute the report(s) to all interested parties and their agents inquiring about the Premises, and acknowledges the Firm and its agents has a duty to disclose all Material Adverse Facts, as required by law.
- 71 OWNER REPRESENTATIONS REGARDING DEFECTS Owner represents to Firm that as of the date of this Listing, if an owner's disclosure report or other form of written response to the Firm's inquiry regarding the condition of the Premises has been completed by the Owner, the Owner has no notice or knowledge of any defects affecting the Premises other than those noted on Owner's disclosure report(s) or written response(s).
- 74 WARNING: IF OWNER REPRESENTATIONS AT LINES 152-174 AND ELSEWHERE ARE NOT CORRECT, OWNER MAY BE LIABLE FOR DAMAGES AND COSTS.
- 76 OWNER'S OBLIGATIONS the term of this Listing, Owner agrees to provide to the Firm:
- 77 (1) Copies of all code violation orders and notices, information and reports regarding environmental concerns on the Premises, and all other records and relating to conditions affecting the Premises;
- 79 (2) Any Owner-approved leases, addenda, rules and regulations and related forms and materials required in connection with the renting of the Premises; and
- 80 (3) All data, records, documents, rules and regulations, and other materials required in connection with the renting of the Premises.

#### DISCLOSURE TO CLIENTS

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- 82 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:
  - (a) The duty to provide brokerage services to you fairly and honestly.
  - (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- 87 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 203-205.)
- The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 146-151.)
- 91 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 92 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

## 94 BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO 95 YOU AS A CLIENT OF THE FIRM:

- 96 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
- 98 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
- 101 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
- 104 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

#### MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

- A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.
- Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal any of your confidential information to another party unless required to do so by law.
- If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral approach, the same agent may represent more than one client in a transaction.
- 117 If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage services to more than one client in the transaction.

# CHECK ONLY ONE OF THE THREE BELOW: The same firm may represent me and the other party as long as the same agent is not representing us both. (multiple representation relationship with designated agency) The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different agents are involved. (multiple representation relationship without designated agency) The same firm cannot represent both me and the other party in the same transaction. (I reject multiple representation relationships)

NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your agency agreement the commission or fees that you may owe to your firm. If you have

any questions about the commission or fees that you may owe based upon the type of agency relationship you select with your firm, you should ask your 126 127 firm before signing the agency agreement.

SUBAGENCY

Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by providing brokerage services for your 129 benefit. A subagent firm and the agents associated with the subagent firm will not put their own interests ahead of your interests. A subagent firm will not, unless 130 required by law, provide advice or opinions to other parties if doing so is contrary to your interests. 131

PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage services, but if you need legal advice, tax 132 advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector. 133

This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language summary of a firm's duties to you under section 452.133 (2) of the Wisconsin statutes.

■ CONFIDENTIALITY NOTICE TO CLIENTS: The Firm and its agents will keep confidential any information given to the Firm or its agents in confidence, or any 136 information obtained by the Firm and its agents that a reasonable person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm is no longer providing 138 brokerage services to you.

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

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- Material Adverse Facts, as defined in section 452.01(5q) of the Wisconsin statutes (see lines 203-205).
- Any facts known by the Firm and its agents that contradict any information included in a written inspection report on the property or real estate that is the subject 142 of the transaction 143

To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that information below (see lines 146-148). At a 144 time, you may also provide the Firm with other information you consider to be confidential. 146 CONFIDENTIAL INFORMATION: 147 148

149 NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents): 150

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

Owner warrants and represents to the Firm that:

- (1) Owner has no notice or knowledge of any conditions affecting the Premises unless indicated at lines 261-270 or in an addendum attached per lines 271-272, or disclosed in the documentation Owner has provided to the Firm and its agents.
- Owner has no notice or knowledge of other conditions or occurrences which would significantly reduce the value of the rental interest to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- Owner has made no rent concessions or other agreements affecting the Premises other than those disclosed in writing to the Firm prior to execution of this
- Owner has authority to lease the Premises. If the Owner is an entity, Owner agrees, within ten days of (Firm's request) (execution of this Listing) STRIKE ONE ("execution of this Listing" if neither stricken), to provide Firm with a copy of documents evidencing that the lease of the Premises has been properly authorized. If Owner is a tenant subleasing the Premises, Owner represents that Owner has authority to enter into this Listing and to sublease the Premises. Owner agrees, within ten days of the Firm's request, to provide the Firm with a copy of documents evidencing that the sublease of the Property has been properly authorized.

(5) Owner agrees to make the following repairs and build-outs to the Premises:

. STRIKE AND COMPLETE AS APPLICABLE

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

WARNING: If Owner representations are incorrect or incomplete. Owner may be liable for damages and costs.

Exceptions to representations stated in lines 168-170:

- NON-DISCRIMINATION: Owner and the Firm and its agents agree they will not discriminate against any prospective buyer or tenant on account of color, sex, sexual orientation as defined in Wis. Stat. § 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, familial status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- NOTICE ABOUT SEX OFFENDER REGISTRY: You may obtain information about the sex offender registry and persons registered with the registry by contacting 178 the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830. 179

IMISCELLANEOUS PROVISIONS The warranties, representations and covenants made in this Listing survive the execution of this listing and the lease. This 180 Listing, including any amendments to it, contains the entire agreement of the Parties to this Listing. All prior negotiations and discussions have been merged into this 181 Listing. This agreement binds and inures to the benefit of the Parties to this Listing and their successors in interest. 182

SHOWING RESPONSIBILITIES Owner is aware that there is a potential risk of injury, damage and/or theft involving persons attending a showing of the Premises 183 Owner accepts responsibility for preparing the Premises to minimize the likelihood of injury, damage and/or loss of personal property. Owner agrees to hold the Firm 184 and its agents harmless for any losses or liability resulting from personal injury, property damage or theft occurring during showings other than those caused by the 185 Firm's negligence or intentional wrongdoing of the Firm and its agents. Owner acknowledges showings may be conducted by licensees other than the Firm, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by the agents of the Firm or other licensees, and potential tenants or 187 licensees may be present at all inspections and testing and may photograph or videotape Premises unless otherwise provided for in additional provisions at lines 188

261-270 or in an addendum attached per lines 271-272.

#### 190 DEFINITIONS:

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

- 192 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
  - 1) significantly and adversely affecting the value of the Premises;
  - 2) significantly reducing the structural integrity of improvements to real estate; or
  - presenting a significant health risk to occupants of the Premises.
- 196 (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 agreement made concerning the transaction.
- 198 <u>DEADLINES DAYS:</u> Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.
- 200 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 201 GROSS RENT: "Gross Rent" lease means the tenant will pay the designated rent plus any amounts agreed upon to compensate Owner for tenant improvement costs. Owner shall pay all taxes, utilities, insurance and other operating expenses.
- 203 MATERIAL ADVERSE FACT: "Material Adverse Fact" means an adverse fact that a party indicates is of such significance, or that is generally 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 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.
- NET RENT: "Net Rent" lease means the tenant will pay the designated rent plus all taxes, utilities, insurance, any amounts agreed upon to compensate Owner for tenant improvement costs and all other operating expenses.
- OWNER: "Owner," means the party who, by executing this Listing, authorizes Firm to secure tenants and to negotiate leases. "Owner" includes a person(s) who has a tenancy interest who is/are seeking to sublease the Premises.
- PERSON ACTING ON BEHALF OF TENANT: "Person Acting on Behalf of Tenant" shall mean any person joined in interest with tenant, or otherwise acting on behalf of tenant, including but not limited to tenant's immediate family, agents, servants, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by tenant, in whole or in part whether created before or after expiration of this Listing.
  - PROTECTED TENANT: "Protected Tenant" shall mean a tenant who personally, or through any Person Acting on Behalf of Tenant, during the term of the Listing:
    - 1) Delivers to Owner or the Firm or its agents a written rental proposal regarding Premises;
    - 2) Views Premises with Owner or negotiates directly with Owner by discussing with Owner the potential terms upon which the tenant might acquire a rental interest in the Premises; or
    - 3) an individual showing of a Premises or discusses with agents of the Firm or cooperating firms regarding any potential terms upon which the tenant might acquire a rental interest in a Premises, but only if the firm or its agents deliver the tenant's name to Owner, in writing, no later than three days after the earlier of expiration or termination (lines 273-274) of the Listing. The requirement in 3), to deliver the tenant's name to Owner in writing, may be fulfilled as follows:
      - a) the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
      - b) a tenant has requested that the tenant's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the tenant negotiated and the date(s) of any individual showings or other negotiations.

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

<u>USABLE SQUARE FOOTAGE:</u> "Usable Square Footage" means the actual occupiable floor area; computed by measuring the finished surface of the rented space side of corridor and other permanent walls to the center of partitions that separate the rented space from adjoining usable areas, and to the inside finished surface of the dominate portion of the permanent outer building walls. No deductions are made for columns and projections necessary to the building.

EXTENSION OF LISTING The Listing term is extended for a period of one year as to any Protected Tenant. Upon receipt of a written request from Owner or a firm that has listed the Premises; the Firm agrees to promptly deliver to Owner a written list of those tenants known by the Firm and its agents to whom the extension period applies. Should this Listing be terminated by Owner prior to the expiration of 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 terminated (lines 235-243).

TERMINATION OF LISTING Neither Owner nor the Firm has the legal right to unilaterally terminate this Listing absent a material breach of contract by the other party. Owner understands the parties to the Listing are Owner and the Firm. Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Owner and the Firm agree any termination of this Listing by either party before the date stated on line 274 shall be effective by the Owner only if stated in writing and delivered to the Firm in accordance with lines 33-51 and effective by the Firm only if stated in writing by the supervising broker and delivered to Owner in accordance with lines 33-51.

CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating Party to potentially be liable for damages. The Parties agree that this Listing shall terminate upon an effective change in ownership or control of the Premises so affected, but in no event shall this Listing terminate as to the remainder of the Premises.

EXCLUSIONS All persons whose may acquire an interest in the Premises who are Protected Tenants under a prior listing contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing. Within seven days of this Listing, Owner agrees to deliver to Firm a written list of all such Protected Tenants.

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247	NOTE: If Owner fails to provide this list to the Firm, Owner may be liable to the Firm for damages and costs.
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248	The following other tenants
249	are excluded from this Listing until [INSERT DATE]
250	These other tenants are no longer excluded from this Listing after the specified date unless, on or before the specified date, Owner has either entered into a lease
	with the tenants or rented the Premises to the tenants.
252	OWNER'S AUTHORIZATION Owner authorizes the Firm and its agents to use reasonable efforts to market and rent the Premises, STRIKE DUTIES WHICH DO
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257 258	Owner and Firm.					
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261	ADDITIONAL PROVISIONS   Commissions earned for leases 12 months or less shall be due at le	ase execution.				
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263		calculated				
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267	to the real of the set of the real case expiration, commission					
268	payments will terminate at the end of the current 12-month commission period.					
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270	ADDENDA The effected					
271	ADDENDA The attached					
272	TEDM OF THE CONTRACT. From the	nade part of this Listing.				
273 274		, up to and				
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276	READING/RECEIPT: BY SIGNING BELOW, OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THA ALL 5 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.	I HE/SHE HAS READ				
277	All persons signing below on behalf of a Seller Entity represent they have legal authority to sign and bind the Entity.					
278	City of La Crosse					
	Owner Entity Name (if any) Print Name ▲					
279	(x)					
280	Authorized Signature ▲	Date A				
	Print Name & Title Here ▶	<del></del>				
004						
281	Owner Entity Name (if any) Print Name ▲					
	(x)					
283	Authorized Signature ▲ Print Name & Title Here ▶	Date A				
	Time Name & flue flete					
284	(x)					
	Individual Owner's Signature A Print Name	Date A				
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201	Individual Owner's Signature ▲ Print Name ▶	Date A				
	(x)					
289	Individual Owner's Signature ▲ Print Name ▶	Date A				
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	Authorized Signature A Print Name & Title Here	Data A				
		Date ▲				
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293	Individual Owner's Signature ▲ Print Name ▶	Date A				
294	(X) Reliant Real Estate Services					
	Firm Name A					
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201	Agent for Firm ▲ Print Name ▶ Aaron Wickesberg	Date 🛦				

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