WB-4 RESIDENTIAL CONDOMINIUM LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

■ **PROPERTY DESCRIPTION:** Street address of the Unit is: 5314 Athens Avenue _____ in the City of Racine, County of Racine, Wisconsin, particularly described as Unit: 5314 (Building _____) of Athens Avenue Condominium Condominium; Seller's interest in the common elements appurtenant to the Unit, together with and subject to the rights, interests, obligations and limitations as set forth in the declaration and condominium plat (and all amendments to them) creating the Condominium, which altogether constitute the Property. Insert additional description, if any, at lines 420-440 or attach as an addendum per lines 441-446.

■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Seller's interests in any common surplus and reserves of the Condominium allocated to the Property, all Fixtures not excluded on lines 14-16, and the following items: The stove, refrigerator, disposal and dishwasher in the kitchen. The washer and dryer in the basement. The Ring Doorbell device at the back door. The wall shelving unit in the dining area.

■ **NOT INCLUDED IN LIST PRICE:** The Seller's personal property.

CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the lessor. (See lines 233-247).

■ **LIST PRICE:** One Hundred Eighty-Nine Thousand, Nine Hundred Dollars ($ 189,900.00).

MARKETING Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property. Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 11-13 during the term of this Listing. The marketing may include: Listing submission to the Multiple Listing Service and Realtor.com. An open house when convenient for the Seller.

The listing firm representing the Seller shall do all of the following:

(a) Share information on the Property with any licensees representing prospective buyers or tenants;
(b) Respond to inquiries from any licensees representing prospective buyers or tenants;
(c) Make the Property available for showing to prospective buyers or tenants; and
(d) Within one business day from the start date of any agency agreement authorizing the listing firm to sell or lease the Property, advertise or market the Property for sale or lease on one or more internet platforms or websites accessible to the general public and any real estate licensees representing prospective buyers or tenants.

Seller is aware of the benefits of marketing to increase exposure and attract interest from prospective buyers and of the consumer brochure created by the Wisconsin Real Estate Examining Board explaining those benefits. See the brochure at https://dsps.wi.gov/Pages/BoardsCouncils/RealEstate/ContractualForms/Forms.aspx.

The Firm and its agents may advertise the following concessions, incentives, or special financing offered by Seller: _____ _____ _____, which are in addition to and separate from any Offer of Compensation. See lines 86-101.

NOTE: Concessions offered in the multiple listing service cannot be limited to or conditioned on the retention of or payment to a cooperating firm, buyer's firm or other buyer's representative.

Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See lines 297-316 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

OPT OUT OF MARKETING: Seller acknowledges that opting out of advertising or marketing may negatively impact the exposure of the Property and potential offers. A listing firm must market the property on one or more internet platforms or websites accessible to the general public and real estate licensees representing prospective buyers or tenants unless the Seller opts out. If Seller is opting out, Seller shall complete the WB-55 Public Marketing Opt-Out Agreement. If Seller completes the WB-55 Public Marketing Opt-Out Agreement, it is made part of this Listing.

■ **LIMITED COMMON ELEMENTS:** The limited common elements assigned to the Unit include: Two car detached garage and patio area. See condominium declaration for complete list.
■ **STORAGE:** A storage unit (~~is~~) (is not) STRIKE ONE included in the List Price; storage unit number: _____.
■ **PARKING:** The parking is in a two car garage. The parking fee is $ N/A.
■ **ASSOCIATION FEE:** The association fee for the Property is $ 200.00 per month.
■ **RIGHT OF FIRST REFUSAL:** The condominium association (~~does~~) (does not) STRIKE ONE have a right of first refusal on the Property.

LISTING FIRM COMMISSION Seller and the Firm agree the Firm's commission shall be $1000.00 at the time of closing.

■ EARNED: Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
5) A ready, willing and able buyer submits a bona fide written offer to Seller or Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-14 Residential Condominium Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

The Firm's commission shall be earned if, during the term of the Listing, one seller of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

■ DUE AND PAYABLE: Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

■ CALCULATION: A percentage commission shall be calculated based on the following, if earned above:
- Under 1) or 2) the total consideration between the parties in the transaction.
- Under 3) or 4) the list price if the entire Property is involved.
- Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
- Under 5) the total offered purchase price.

NOTE: If a commission is earned for a portion of the Property, it does not terminate the Listing as to any remaining Property.

There is no standard market commission rate. Commissions and types of service may vary by firm. Commissions are not set by law and are fully negotiable.

OFFER OF COMPENSATION State law prohibits real estate firms from paying compensation, excluding referral fees, to another firm. Seller may offer compensation to another firm as an incentive but is not obligated to do so.

There is no standard Offer of Compensation. Offers of Compensation, if any, are not set by law and are fully negotiable.

NOTE: An Offer of Compensation, if any, is separate from the Listing Firm Commission at lines 58-85.

■ Seller (does) (~~does not~~) STRIKE ONE ("does not" if neither is stricken) offer compensation to another firm. If Seller is offering compensation to another firm, Seller shall state the terms: 2% of the selling price at closing.

■ Seller (does) (~~does not~~) STRIKE ONE ("does" if neither is stricken) authorize Firm to disclose Seller's Offer of Compensation, as described at lines 92-96.

NOTE: Consistent with Wis. Stat. § 452.19, any compensation to be paid to another firm by Seller must be documented in the offer to purchase or option to purchase.

NOTE: Seller acknowledges that an offer to purchase may include a request for Seller to compensate another firm.

BUYER FINANCIAL CAPABILITY The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

DISPUTE RESOLUTION The Parties understand that if there is a dispute about this Listing or an alleged breach, and the Parties cannot resolve the dispute by mutual agreement, the Parties may consider alternative dispute resolution instead of judicial resolution in court. Alternative dispute resolution may include mediation and binding arbitration.

Should the Parties desire to submit any potential dispute to alternative dispute resolution, it is recommended that the Parties add such in Additional Provisions or in an Addendum.

NOTE: Wis. Stat. § 452.142 places a time limit on the commencement of legal actions arising out of this Listing.

DISCLOSURE TO CLIENTS

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.
(c) 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.
(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 248-251.)
(e) 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 180-197.)
(f) The duty to safeguard trust funds and other property the firm or its agents holds.
(g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

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

(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.
(b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
(c) 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.
(d) The firm and its agents will negotiate for you, unless you release them from this duty.
(e) 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.

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.

■ 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)

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 400-419.

(1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 402 or 403.

Seller's recipient for delivery (optional): Randall F. Curtin

Firm's recipient for delivery (optional): Randall F. Curtin, Curtin & Associates LLC

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

Seller: (_____) _____ Firm: (_____) _____

[ ] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 402 or 403, for delivery to the party's delivery address at line 412 or 413.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 402 or 403, for delivery to the party's delivery address at line 412 or 413.

Delivery address for Seller: 6229 Pheasant Creek Trail, Mount Pleasant, Wisconsin 53406

Delivery address for Firm: 6229 Pheasant Creek Trail, Mount Pleasant, Wisconsin 53406

[X] (5) Email: electronically transmitting the document or written notice to the party's email address, if given below at line 418 or 419. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an email address below has first consented electronically as required by federal law.

Email address for Seller: tcurtin@curtincomcorporate.com

Email address for Firm: rcurtin@wi.rr.com

ADDITIONAL PROVISIONS

ADDENDA The attached addenda Real Estate Condition Report with Condo Addendum, Executive Summary and Addemdum S Lead Based Paint is/are made part of this Listing.

TERM OF THE CONTRACT From the 6th day of November, 2026, up to the earlier of midnight of the 31st day of January, 2027, or conveyance of the entire Property.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 9 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) Todd R Curtin 11/06/2026
Seller's Signature ▲ Date ▲
Print Name Here ► Todd R. Curtin

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

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

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

Seller Entity Name (if any): _____

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

Curtin & Associates LLC
Firm Name ▲

(x) Randall F. Curtin 11/06/2026
Agent's Signature ▲ Date ▲
Print Name Here ► Randall F. Curtin