



EXCLUSIVE LISTING AGREEMENT
SALE AND LEASE

1. In consideration of City of Aurora (“Owner”) granting to JBSC Inc. d/b/a Caton Commercial Real Estate Group (“Broker”) the exclusive right to sell and/or lease the Properties described below (each a “Property” collectively, “the Properties”) and Broker’s agreement to use its best efforts to effect a sale or lease of the Properties, consistent with the above, the receipt and sufficiency of such consideration being hereby acknowledged, Owner and Broker agree as follows:
 - A. Property. The Properties are described as the land and improvements therein located at 33 S Broadway Street, 5 E Downer Unit A and E, 35 W New York Avenue, and 51 E Galena Blvd with a tax identification number[s] of, 15-22-336-019, 15-22-315-001, 15-22-326-005 and 15-22-336-001 consisting of N/A acres of land (more or less) and improvements described as multiple commercial buildings, consisting of approximately 21,811 square feet. Reference herein to the Property shall include all or any portion(s) of the Property. Owner owns multiple additional properties not listed in this Agreement. Owner and Broker agree that in the event Broker procures a qualified tenant/buyer and such tenant/buyer leases or buys any other city-owned property as evidenced by a written and fully executed, purchase agreement or lease, Owner will pay an agreed upon commission as outlined herein.
 - B. Listing Price. The Properties shall be listed for sale at a prices per square foot agreed upon by the City of Aurora and Caton Commercial;
 - C. Term. The term of this listing shall commence on 1/1/2021 and end at midnight on 1/1/2022 (“Term”).
 - D. Marketing Costs. In lieu of marketing fee, Invest Aurora will coordinate signage needs for the Properties with their sign company, highlighting a co-branding of Caton and COA/Invest Aurora per marketing plan, at COA/Invest Aurora’s cost. Creation of any Matterport 3D virtual tour marketing for Property will be billed directly to the Owner upon Owner’s approval and at Owner’s sole expense separate and apart from other marketing expenses.
 - E. Broker. Broker shall provide, at a minimum, the following services: (1) Accept delivery of and present to the owner offers and counteroffers to buy, sell, or lease the owner’s property or the property the owner seeks to purchase or lease; (2) Assist the owner in developing, communicating, negotiation, and presenting offers, counteroffers until a sale or lease agreement is signed and all contingencies are satisfied or waived; and (3) Answer the owner’s questions relating to the offers, counteroffer, notices, and contingencies; all in addition to specific services described

elsewhere in this agreement; and (4) actively market the properties consistent with the marketing plan.

2. COMMISSION. Owner shall pay Broker a commission computed in accordance with Broker's Schedule of Sale and Lease Commissions, a copy of which is attached hereto, marked Exhibit A, if during the Term or during the periods described below:

A. A Property is sold or leased to a party (including any related person or entity) procured by Broker, Owner, or anyone else; or

B. A purchaser or tenant is procured by Broker, Owner, or anyone else who is ready, willing, and able to purchase or lease a Property at the price or at any other price and terms acceptable to Owner and Owner refuses to sell or lease or is unable to sell or lease the Property to such prospect; or

C. Any contract for the sale or lease of a Property is executed by Owner during the Term or within the periods described below, and Owner defaults or breaches such contract; or

D. A Property is taken, transferred, or sold due to eminent domain or condemnation or as a result of the threat thereof; or

E. Owner contributes a Property or conveys a Property to a partnership, joint venture or other entity; or

F. Owner conveys a Property as a result of foreclosure or the threat thereof, whether by judicial foreclosure, or by conveyance in lieu of foreclosure; or

G. Owner is a partnership, corporation, limited liability company, trust, or other entity (collectively "Entity") and an interest in such Entity is transferred, by merger, purchase, or otherwise in lieu of a sale of a Property; or

H. Owner elects to donate a Property or any interest in the entity which owns a Property; or

I. Owner grants an option to sell or lease a Property and subsequently sells or leases the Property to the optionee, whether pursuant to the terms of such option or otherwise (in which case the commission shall be due and payable upon consummation of the sale of the Property); or

All of such circumstances listed above may be collectively described as a "Sale."

K. Exclude Prospects. Intentionally Omitted.

3. EXPIRATION/TERMINATION PROVISION. Owner agrees to pay Broker a commission computed in accordance with the terms of Exhibit A if within 180 days of the expiration or termination of the Term, either Owner sells or leases the Property to, or Owner executes a contract for the sale or lease of the Property with, or negotiations for such a transaction either continue, resume, or commence and thereafter continue and lead to a sale or lease of the Property (or any portion thereof) to a Registered Prospect as defined below. A Registered Prospect is any party or entity formed by such a party or employer or affiliate of such party) whose name the City of Aurora has been in contact with or made aware of and appears on a list of Registered Prospects provided

by Broker to Owner during the Term of this Agreement, provided that such Registered Prospect has during the Term either: (A) toured the Property; or (B) expressed interest in the Property in writing; or (C) offered to purchase or otherwise acquire an interest in the Property. If Broker fails to provide Owner a list of Registered Prospects prior to the expiration of the Term, Broker shall have no further right to commission under the terms of this Section.

4. PROPERTY CONDITION. Owner agrees to disclose to Broker, and authorizes Broker to disclose to all prospective purchasers and tenants, any and all information which Owner has concerning the condition of the Properties, to the best of Owner's knowledge, which information shall include, without limitation, present and future zoning and assessed valuation of the Property, the structural, mechanical and soil conditions of the Property, the presence of and location of any asbestos, PCB's, or other hazardous or toxic materials in, on, or about the Property. Owner shall indemnify, defend and hold Broker harmless (including without limitation Broker's employees, officers, directors, independent contractors, members, managers, and partners) from and against any and all losses, costs, expenses, liabilities, actions, claims, or demands (including attorneys' fees and costs of defense) arising from (i) damage or injury to persons or property resulting from or occurring on the Properties; and (ii) the existence of any condition of the Properties which is not fully disclosed as required above. Notwithstanding the foregoing, Broker shall indemnify, defend and hold Owner harmless (including without limitation Owner's employees, officers, directors, independent contractors, members, managers, and partners) from and against any and all losses, costs, expenses, liabilities, actions, claims, or demands (including attorneys' fees and costs of defense) arising from damage or injury to persons or property resulting from or occurring on the Properties when the same have resulted from the Broker's gross negligence or willful misconduct.

5. MISCELLANEOUS. Owner agrees:
 - A. To cooperate with Broker and to refer to Broker any and all inquiries of anyone interested in the Properties.
 - B. To conduct all negotiations for the Properties through Broker;
 - C. To furnish merchantable title to the Properties;
 - D. Broker is exclusively authorized to advertise the Properties and to place a sign on the Properties if in Broker's opinion, a sign would facilitate the sale or lease of the Properties;
 - E. To provide to Broker copies of all transaction documents including without limitation sale contract, lease(s), closing statement(s), and required disclosures; Broker may offer sale contract, lease, closing statement and required disclosure statements to be used as templates for any of these transactions.
 - F. That unless otherwise stated herein, Owner is not a foreign seller as defined by the Foreign Investment in Real Estate Tax Act ("FIRPTA");
 - G. That Broker has no responsibility for the management, condition, or repair of the Properties;
 - H. That Broker shall not be responsible for evaluating the credit or creditworthiness of or the ability of any prospective purchaser or tenant to perform the terms of any contract of sale or lease (collectively "Creditworthiness"), however, broker shall vet prospective purchasers and tenants and provide a recommendation as to whether the prospective purchasers or tenants meet the

requirements of the Owner. Owner and Broker mutually agree, Broker is not an underwriter, credit agency nor financial analyst, Broker shall in good faith request all reasonable financial documents and present to Owner to determine the financial strength, wherewithal and capability of any prospect, however the ultimate decision and liability of any prospective purchaser or tenant shall be the sole responsibility and decision of Owner;

I. That Owner and its counsel (and not Broker) shall be responsible for determining the legal sufficiency of any transactional documents for the sale or lease of the Properties;

J. That if the Properties should come under the jurisdiction of a bankruptcy court, to immediately provide Broker notice thereof, and to make its best efforts to take all necessary actions to obtain the bankruptcy court's approval of this Agreement, unless Broker should elect to terminate this Agreement upon such notice.

6. EARNEST DEPOSITS. Owner shall timely deposit any earnest money offered by any prospective purchaser or tenant in a strict joint order escrow with a title insurance company ("Escrowee"), and authorizes Escrowee to apply such earnest money, consistent with the attached agreed upon commission schedule, toward Broker's commission when and if such commission is earned, due, and payable. Owner hereby irrevocably assigns said funds to Broker to the extent necessary to pay such commission.
7. DESIGNATED AGENCY. Owner and Broker hereby designate the individual real estate licensee(s) listed below as the Designated Agent(s) of Owner to the exclusion of all other licensees of Broker, who shall be referred to individually or collectively as Designated Agent(s).
8. AGENCY AND DUAL AGENCY. Owner acknowledges that Broker is a real estate brokerage firm and that in some cases, Broker, either through Designated Agent or through other licensees affiliated with Broker may represent prospective purchasers or tenants. Owner specifically requests that the Properties be submitted to all prospective purchasers and tenants specifically including, without limitation, those prospective purchasers and tenants represented by Broker and/or Designated Agent(s), and Owner after reading the remainder of this section, consents to any dual agency which may be created thereby, if such prospective purchasers or tenants are represented by Designated Agent. Further, Broker agrees that it shall not disclose the confidential information of one principal to another. A licensee may act as a dual agent only with the informed written consent of all clients. Informed written consent shall be presumed to have been given by any client who signs a document that includes the following:

"The undersigned (insert name(s)), ("Licensee"), may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following: Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS
WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN
ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without the client's permission.
2. The price or terms the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price or terms the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price or terms the buyer or tenant should offer.
5. A recommended or suggested price or terms the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Broker know. Owner is not required to sign this document unless Owner wants to allow Broker to proceed as a Dual Agent in this transaction. By signing below, Owner acknowledges that read and understands this form and voluntarily consents to Broker acting as a Dual Agent (that is, to represent BOTH Owner and the buyer or tenant) should that become necessary.”

9. AUTHORITY. Owner warrants to Broker that it is either the owner holder of legal title to the Properties, or under contract to purchase the Properties. Each signatory to this Agreement warrants that it has the power and authority to sign this Agreement and to bind the party for whom it executes this Agreement.
10. COMPLIANCE. Broker agrees to offer the Property in compliance with all applicable anti-discrimination laws, statutes, and ordinances. Owner and Broker agree to comply with all applicable federal, state, and local, laws, regulations, codes, ordinances, and administrative orders which pertain to and have jurisdiction over the parties at the Property, including without limitation, the 1964 Civil Rights Act, FIRPTA, the Comprehensive Environmental Response Compensation Act, the Americans with Disabilities Act, and all amendments thereto as may apply.
11. BINDING NATURE. This Agreement shall be binding upon and shall benefit each party hereto, including its heirs, successors, and assigns. In the event that any clause or provision or other portion of this Agreement shall be determined to be unenforceable or void based on any applicable law, the remainder of this Agreement shall remain in force and continue in full force and effect.

12. ENTIRE AGREEMENT. This Agreement shall, when executed, constitute the entire agreement between Owner and Broker and supercedes all (both oral and written) prior discussions, negotiations, and agreements. Each party represents and warrants to the other that in executing this Agreement, it is not relying on any prior or other discussions, negotiations, or agreements, except for the matters and promises explicitly contained in this Agreement. There shall be no valid or binding amendment, alteration, cancellation, or withdrawal of this Agreement unless made in writing and executed by both Owner and Broker.

ACCEPTED:

OWNER: _____
a(n) _____

By: _____
Its: Authorized Agent

Date: _____

Address: _____

BROKER: JBSC Inc. d/b/a Caton
Commercial Real Estate Group

By: _____
Its: Authorized Agent

Date: _____

Address: 1296 Rickert Drive
Suite 200
Naperville, IL 60540

Designated Agent: _____

EXHIBIT A
SCHEDULE OF SALE AND LEASE COMMISSIONS

FOR PROPERTIES referenced in the Listing Agreement Owner agrees to pay Broker a commission, which shall be earned and calculated as follows:

1. SALE OR EXCHANGE: In the event a Property is sold or exchanged Owner shall pay Broker a commission of six percent (6%) of the gross sales price. In the event a Property is sold or exchanged with the involvement of a Cooperating Broker, Owner shall pay Broker a commission of an additional two percent (2%) of the gross sales price. This amount shall be paid at the time of the closing of the transaction, when Buyer receives the title to or an interest in a Property or when title to or an interest in a Property is exchanged for other property. If a Property is sold on a land contract, the commission shall be paid in full at the time the land contract is signed.
2. LEASE: In the event a Property is leased, Owner shall pay Broker a commission of eight percent (8%) of the gross amount of base rent to be received by Owner during the primary term of the lease. In the event a Property is leased with the involvement of a Cooperating Broker, Owner shall pay Broker a commission of an additional two percent (2%) of the gross amount of base rent to be received by Owner during the primary term of the lease OR Five Thousand Dollars (\$5,000.00), whichever is greater. Any additional fee required by a Cooperating Broker shall be addressed at such time and pursuant to a separate agreement. Owner shall pay this amount upon full execution of a lease between Landlord/Owner and Tenant.
3. RENEWALS, EXTENSIONS AND EXPANSIONS: In the event a lease executed for a Property includes one or more options to renew or extend the lease, Owner shall pay Broker a commission of four percent (4%) of the gross amount of base rent to be received by Owner during the renewed term of the lease. Owner shall pay this amount at the time the Lessee exercises its right to extend or renew the lease. If the lease includes one or more options to expand the leased premises by additional square footage or property of any kind, a commission for each expansion shall be payable in the same amount and at the same time as if the expansion was a new lease.

The provisions hereof are subject to the terms and provisions of any Listing Agreement, Representation Agreement or other agreement to which this Schedule may be attached and which is executed by the parties hereof.

Owner hereby acknowledges receipt of a copy of this Schedule and agrees that it shall be binding upon its heirs, successors and assignees. In the event Owner sells or otherwise disposes of its interest in a Property, Owner shall remain liable for payment of the commissions provided for in this Schedule and any agreement of which it is a part, unless the purchaser or transferee assumes all of such obligations in writing. The term "Owner" as used herein shall be deemed to include the owner of the Properties, a party under contract to acquire a Property, a tenant under a ground lease, and a tenant of a Property wishing to effect a sublease, lease assignment, or lease cancellation. The term "tenant" as used herein shall be deemed to include any subtenant, or assignee of a tenant, and the term "lease" shall be deemed to include a sublease or lease assignment.