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BUSINESS OPPORTUNITY EXCLUSIVE SALE AND LISTING AGREEMENT

North Bonneville Public Development Authority ("Seller") hereby grants to **Madric Real Estate LLC**, ("Firm") from date hereof until midnight of **September 30 2021** ("Listing Term"), the exclusive right to sell the business commonly known as **WSLCB Retail License # 427533 - dba Cannabis Corner** (the "Business") and located at **25 2nd Street Ste. B** City **Stevenson**, County **Skamania**, WA, Zip **98648**.

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase.

2. **AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint **Jennifer Post** as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as and when needed. If the Business is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual agent. If the Business is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."

3. **LIST DATE.** Firm shall submit this listing, including the information on the attached pages and photographs (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on **9/28/2020** ("List Date"), which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure of the Business to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Business.

4. **COMMISSION.** If during the listing term (a) Seller sells the Business and the buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Business to the market, Firm procures a buyer who is ready, willing, and able to purchase the Business on the terms in this Agreement, Seller will pay Firm a commission of (fill in one and strike the other) **10** % of the sale price, or $_____ ("Total Commission"). From the Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of (fill in one and strike the other) **3** % of the sales price, or $ _____. Further, if Seller shall, within six months after the expiration of the Listing Term, sell the Business to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, then Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement.

5. **REAL PROPERTY.** The commercial real estate in/on which the Business is located is: ☑ Leased by Seller. Seller will assign the lease to Buyer at closing. ☐ Owned by Seller and will be leased to Buyer on the attached lease or on terms in the Addendum attached hereto. ☐ Owned by Seller, and sale of the Business is conditioned on the Buyer also purchasing the real property in accordance with the terms and conditions of the attached real estate Exclusive Listing Agreement. The price of the real property is not included in the sale price of the Business.

[AS] 09/29/2020 — Seller's Initials Date

[SH] 09/29/2020 — Seller's Initials Date

[MH] 09/29/2020

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BUSINESS OPPORTUNITY
EXCLUSIVE SALE AND LISTING AGREEMENT

(Continued)

6. **PERSONAL PROPERTY AND INVENTORY.** The sale price shall include all owned and assignable or transferable leased furniture, fixtures, equipment and other personal property ("the personal property") used in or in connection with the Business. The sale price does not include the saleable goods, wares and merchandise of the Business ("the inventory"). Prior to closing, the inventory shall be listed at Seller's cost, and the agreed value thereof shall be added to the sale price.

7. **SELLER'S WARRANTIES.** Seller warrants that Seller has the right to sell the Business on the terms herein and that the information on the attached additional pages to this Agreement is correct. In addition, Seller warrants that Seller has the right to sell the personal property and inventory on the terms herein. Seller authorizes Firm to provide the information in this Agreement and the attached additional pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. If Seller provides Firm with any photographs of the Business, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect.

8. **CLOSING COSTS.** Seller agrees to furnish and pay for a buyer's policy of title insurance showing Seller's right, as appropriate, to assign the existing lease or lease the property directly to the buyer, free and clear of any encumbrances. Seller shall furnish and pay for a Uniform Commercial Code search showing marketable title to the personal property and the inventory. Seller shall pay real estate excise and sales tax, if any; permit or license transfer fees, if any; and one-half of the escrow fee. Rent, insurance, taxes, utilities, interest and reserves on assumed encumbrances are to be prorated between Seller and the buyer as of the date of closing.

9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Business (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Business. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement.

10. **FIRM'S RIGHT TO MARKET THE BUSINESS.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Business under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Business at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Business.

11. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.

12. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Business is located.

Are the undersigned the sole owner(s)? ☑ YES ☐ NO

Authentisign
Adam Schaeffer, President 09/29/2020
Seller's Signature Date
9/29/2020 9:41:21 AM PDT

Steven Helms, Vice President 09/29/2020
Seller's Signature Date
9/29/2020 9:50:47 AM PDT

Authentisign
Mary Helms, Secretary/Treasurer 09/29/2020
9/29/2020 9:43:07 AM PDT

Madric Real Estate LLC
Real Estate Firm

Authentisign
Jennifer Post 09/29/2020
Broker's Signature Date
9/29/2020 9:38:01 AM PDT

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SELLER'S REQUEST FOR RESTRICTION ON SHOWING AND SALE

Seller's Information Undisclosed

North Bonneville Public **Development Authority** ("Seller")
Seller Seller

hereby requests that **Madric Real Estate LLC**, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

25 **NE 2nd Street** **Stevenson** **WA** **98648** ("the Property").
Address City State Zip

The Property's listing information includes the property owner's name and phone number, which are only made available to other real estate brokers, not the public.

Seller requests that ☑ Seller's name; ☑ Seller's phone number (_____) be omitted from the information included in the Property's listing and shall not be made available to other real estate brokers.

A buyer's broker is permitted to contact Seller to inform Seller that the broker has an offer or counteroffer to present to Seller, after the buyer's broker informs the Listing Firm of the offer. A buyer's broker is also permitted to contact Seller to present an offer or counteroffer to Seller if the Listing Firm fails to timely respond to buyer's broker. In addition, under certain circumstances, a buyer's broker may contact Seller to schedule a showing of the Property.

Seller understands that this restriction may delay the presentation of an offer if the Listing Firm is unavailable at the time of the offer or counteroffer. Seller understands that this restriction may limit the number of potential buyers that view the Property if the Listing Firm is unavailable at the time a potential buyer wishes to view the Property. Seller also understands that this restriction may inhibit the sale of the Property.

Authentisign
Adam Schaeffer, President 09/29/2020
9/29/2020 3:18:55 PM PDT
Seller's Signature Date

Authentisign
Steven Helms, Vice President 09/29/2020
9/29/2020 9:50:50 AM PDT
Seller's Signature Date

Authentisign
Mary Helms, Secretary/Treasurer 09/29/2020
9/29/2020 9:43:09 AM PDT

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SELLER'S REQUEST FOR RESTRICTION ON SALE

No In-Person Offer Presentations

North Bonneville Public **Development Authority** ("Seller")
Seller Seller

hereby requests that **Madric Real Estate LLC**, ("Listing Firm")

impose the following restriction on showing and sale of the real property located at:

25 **NE 2nd Street** **Stevenson** **WA** **98648** ("the Property").
Address City State Zip

Seller requests that the Listing Firm prohibit in-person offer presentations to Seller by buyers and buyer's brokers.

Seller acknowledges that some potential buyers and buyer's brokers may request that they be permitted to present offers to Seller in person. Seller understands that this restriction may inhibit the sale of the Property because some buyers and buyer's brokers prefer to meet with Seller in person to discuss the terms of the offer.

Authentisign
Adam Schaeffer, President 09/29/2020
9/29/2020 2:18:57 PM PDT
Seller's Signature Date

Authentisign
Steven Helms, Vice President 09/29/2020
9/29/2020 9:50:56 AM PDT
Seller's Signature Date

Authentisign
Mary Helms, Secretary/Treasurer 09/29/2020
9/29/2020 9:43:11 AM PDT

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AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither.

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision.

THE UNDERSIGNED BROKER REPRESENTS: **Seller,**

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"

SELLER Authentisign *Adam Schaffer, President* 09/29/2020
9/29/2020 2:18:59 PM PDT
Signature Date

SELLER Authentisign *Steven Helms, Vice President* 09/29/2020
9/29/2020 9:51:07 AM PDT
Signature Date

SELLER Authentisign *Mary Helms, Secretary/Treasurer* 09/29/2020
9/29/2020 9:33:13 AM PDT
Signature Date

Signature Date

BROKER **Jennifer Post**
Print/Type

BROKER'S SIGNATURE Authentisign *Jennifer Post*
9/29/2020 9:38:02 AM PDT

FIRM NAME AS LICENSED **MADRIC Real Estate**
Print/Type

FIRM'S ASSUMED NAME (if applicable)
Print/Type