

BOOTHBY

REALTY INCORPORATED

20071219000570450 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
12/19/2007 01:20:14PM FILED/CERT

EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT

Beaumont Village, LLC (hereinafter referred to as Seller) of the below described Property, do hereby grant to Boothby Realty, Inc. (hereinafter referred to as Broker), the sole and exclusive right to sell, trade, convey, or exchange the Property upon the terms and conditions set forth below.

Property Description: The Offices of Beaumont Village office condominiums consisting of +/- 46,400 sqft located in Inverness off of Inverness Center Drive

THE ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

Seller does X does not _____ request that the Property be published in the Birmingham Area Multiple Listing Service, Inc. ("MLS") system. Seller does X does not _____ authorize broker to disseminate property information to the public through other print and/or electronic media. If the Property Listing is filed with the MLS, Seller and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Seller Property Information Sheets, or other such information or data provided by Seller and Broker for MLS Publication for accuracy or completeness.

MLW (initials of Seller)

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN OR FAMILIAL STATUS.

MLW (initials of Seller)

SELLER AND BROKER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE MLS AND THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES OR OTHER COSTS OR EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER.

MLW (Initials of Seller)

1. **Period of Agreement:** This Agreement shall be effective for a period of time beginning on 1/29/2007, and ending on 12/31/2009, at 12:00 Midnight, unless the expiration date is extended in writing.
2. **Terms/Conditions on Which Property is to be Offered For Sale:** Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker may subsequently agree to.
 - (a) **Price:** \$180 per sqft **Payment Terms:** Cash at closing
 - (b) Seller agrees to maintain and keep in force sufficient hazard insurance until Property is sold and closed.
3. **Disclosure:** Seller hereby specifically authorizes Broker and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects, latent or otherwise, known to them. Seller acknowledges that Broker and Broker's licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.
4. **Marketing the Property:** Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the exclusive right to place a "For Sale" or other appropriate signs on the Property. Seller also agrees to (i) refer all inquiries regarding the Property to Broker promptly; (ii) furnish Broker with keys to the Property; (iii) allow the use of Seller's name and Seller Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective purchasers.
5. **Brokerage Fee:** THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER. In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:
 - (a) For finding a purchaser, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of 4% of the sales price, whether Purchaser be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within 365 days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the listing period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
 - (b) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other Brokers. Seller also agrees that the Broker may share a 3% brokerage fee with a cooperating broker representing a buyer. In any event, Seller will pay the full brokerage fee as directed by the Broker.

6. **Earnest Money:** Seller authorizes Broker to accept, and transfer all earnest money to Land Title Company. If such deposit is forfeited by the prospective purchaser, any costs incurred by the Broker or title company in disbursing the earnest money shall be paid from the earnest money deposit. The Seller shall retain as liquidated damages one-half of the remainder of the earnest money. The remaining one-half of net deposit, not to exceed the total amount of the brokerage fee, shall be paid to Broker as compensation. In the event either Purchaser or Seller claim the earnest money, without the agreement of the other party, the Broker holding the earnest money may interplead the disputed portion of the earnest money into court, and shall be entitled to deduct from the earnest money for court costs, attorney fees and other expenses relating to the interpleader.
7. **No Other Agreements:** Seller and Broker acknowledge that, except for the separate agency agreement (if any) and the written disclosure form referred to in paragraph 11 below, there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this property (listing, sale or otherwise) that have not been terminated.
8. **Attorney Fees; Costs of Litigation:** If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Seller relating to this Agreement or under any sales agreement relating to the Property, and Broker prevails, Seller agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney's fees.
9. **Seller's Warranty of Authority, Accuracy and Completeness of Information:** Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and the attached Seller Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Seller Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AND ANY SUBAGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE SELLER PROPERTY INFORMATION SHEETS CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY SELLER.
MLW (initials of Seller)
10. **Agency:** THIS AGREEMENT IS NOT AN AGENCY AGREEMENT. Seller acknowledges receipt of a written disclosure form describing the alternative types of brokerage services available to clients and customers of real estate brokerage companies pursuant to the Alabama Real Estate Consumer's Agency and Disclosure Act (RECAD). Seller has also been informed as to the specific types of brokerage services provided by Broker's company. Unless Seller and Broker have entered into a separate specific agreement to establish an agency relationship, the relationship between Seller and Broker shall be that of transaction broker.

This Agreement, including the attached Seller Property Information Sheets, is intended to be the legal and binding contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This Agreement may not be modified or amended except by writing, which writing must be signed by both the Seller and the Broker. The Broker has the right to rescind this Agreement by written notice given within seven working days of the date of this listing.

Boothby Realty, Inc.
Listing Agency

Matthew A. Bagley
Listing Agent

Agent Signature


Seller

6/20/07
Date


Broker


6/21/07
Date

Broker Signature

Date

Initials, Seller acknowledges Receipt of this Agreement

Seller's Mailing Address: 3613 Wyngate Lane Birmingham, AL 35242 Cell Phone: (205) 482-7663 Business Phone: (205) 991-7086


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Birmingham Area MLS – Seller Information Sheet – Commercial

All shaded fields are required information.

County: Shelby List Date: 1/29/2007 Exp. Date: 12/31/2009
 List Price: \$180/sqft shell Property Type: ☐ Industrial ☐ Investment ☐ Land ☒ Office ☐ Retail
 Street#: _____ StreetName: Inverness Center Drive Dir: _____ Unit#: _____
 City: Hoover State: AL Zip: _____ Area: _____ Parcel#: 10-1-01-0-001-003.056
 Building Name: Offices of Beaumont Village MapBk/Page: _____
 Legal Description: Lot C1 of the Beaumont Phase 3 Subdivision as recorded in the office of the judge of Probate of Shelby County

Driving Directions: _____

Agent Information:

List Office: Boothby Realty List Agent ID: Bagley ma List Agent: Matthew Bagley
 Co-List ID: _____ Co-List Agt: _____ OwnerName: Beaumont Village, LLC
 List Type: ☒ ER (Exclusive Right to Sell) ☐ EA (Exclusive Agency) ☐ EP (Exclusive Right to Sell w/Prospect Reservations)
 Adv: ☒ Y ☐ N NOTE: Adv = Yes posts listing to Realtor.com, Agent/Company Websites (IDX)
 Owner Phone: 205-482-7663 BrkrRel: ☒ Agency ☐ TransBrkr CommSubAgency: _____
 CommBuyerBrkr: _____ CommTransBrkr: _____ DVRC: ☐ Yes ☐ No
 Contact Name: _____ Contact Phone: _____ Alternate Phone: _____

NOTE: Contact Name, Phone, Alternate Phone & Misc. are IntraOffice Information fields –available only to the listing office.

Misc: _____ LockBox: ☐ Elec ☐ Combo ☐ Key

Contact Order: In spaces for contact 1 – 6, mark which contact number to use from the following list. (CA = Co-Agent; TF = Toll Free)

2ndHome Direct	Cell Fax	CA-2ndHome Home	CA-Cell Office Fax	CA-Direct OfficeOthrPh	CA-Fax Office Phone	CA-Home Other	CA-Pager Pager	CA-TF Toll Free	CA-VM VoiceMail
01 _____				02 _____					
04 _____				05 _____					06 _____

Other Desc: _____ Other Phone: _____

Property Details:

Year Built: to be built Lead Paint Disc.: ☐ Y ☐ N Seller's Initials: _____ # Buildings: 8
 YearDesc.: ☐ Existing ☐ NewComplete ☐ NewIncomplete #Parking: ☐ 1-5 ☐ 6-10 ☒ 11+ ☐ None SqFtBldg: 46,400 +
 SqFtOffice: _____ SqFtOthr: _____ FldPlain: ☐ Yes ☒ No Seller's Initials: _____
 AnnlTax: _____ TtlMtgBal: _____ Zoning: _____ LotDim: _____
 SqFtLot: _____ Acres: _____ CellEaveHt: ☐ 8FtLess ☐ 8-10Ft ☐ 10+Ft ☐ None ☐ Other
 CellCntrHt: ☐ 10FtLess ☐ 10-12Ft ☐ 12+Ft ☐ None ☐ Other #Stories: _____



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Birmingham Area MLS – Seller Information Sheet – Commercial

Remarks: _____

Agent Notes: _____

Sale Includes:	<input type="checkbox"/> Bld&bs&Ind	<input type="checkbox"/> Bld&bus	<input type="checkbox"/> Bld&Ind	<input type="checkbox"/> Bldg	<input type="checkbox"/> Land	<input type="checkbox"/> Other
Type:	<input type="checkbox"/> Auto	<input type="checkbox"/> Church	<input type="checkbox"/> Food	<input type="checkbox"/> Franchise	<input type="checkbox"/> Histor	<input type="checkbox"/> Hotel
	<input type="checkbox"/> Medical	<input type="checkbox"/> None	<input checked="" type="checkbox"/> Office	<input type="checkbox"/> Other	<input type="checkbox"/> Prof	<input type="checkbox"/> Retail
	<input type="checkbox"/> Warehse	<input type="checkbox"/> Wholesl				<input type="checkbox"/> Trade
Floors:	<input type="checkbox"/> Brick	<input type="checkbox"/> Concrete	<input type="checkbox"/> Metal	<input type="checkbox"/> None	<input type="checkbox"/> Other	<input type="checkbox"/> Partcrpt
	<input type="checkbox"/> Wood	<input type="checkbox"/> Ww-cpt				<input type="checkbox"/> Tile/vnl
Interior:	<input type="checkbox"/> Block	<input type="checkbox"/> Concrete	<input type="checkbox"/> Masonry	<input type="checkbox"/> None	<input type="checkbox"/> Other	<input type="checkbox"/> Panel
	<input type="checkbox"/> Plaster	<input type="checkbox"/> Sheetrk				
Construction:	<input type="checkbox"/> Alum	<input type="checkbox"/> Block	<input type="checkbox"/> Brck	<input checked="" type="checkbox"/> Brkframe	<input type="checkbox"/> Butlrtp	<input type="checkbox"/> Concrete
	<input type="checkbox"/> Glass	<input type="checkbox"/> No-bldg	<input type="checkbox"/> Other	<input type="checkbox"/> Stone	<input type="checkbox"/> Tilt-up	<input type="checkbox"/> Frame
Roof:	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Builtup	<input type="checkbox"/> Compo	<input checked="" type="checkbox"/> Metal	<input type="checkbox"/> None	<input type="checkbox"/> Other
	<input type="checkbox"/> Tar&Grvl	<input type="checkbox"/> Tile				<input type="checkbox"/> Shingle
Parking:	<input checked="" type="checkbox"/> Offprvst	<input type="checkbox"/> Offpubst	<input checked="" type="checkbox"/> Onstreet	<input type="checkbox"/> Other		
Street:	<input type="checkbox"/> Alley	<input type="checkbox"/> Busline	<input checked="" type="checkbox"/> Curb&gut	<input type="checkbox"/> Paved		
Railroad Facility:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Other	<input type="checkbox"/> Service	<input type="checkbox"/> Siding		
Property Includes:	<input type="checkbox"/> Equip	<input type="checkbox"/> Fixture	<input type="checkbox"/> Invent	<input type="checkbox"/> License	<input checked="" type="checkbox"/> None	
Rooms:	<input type="checkbox"/> Basement	<input type="checkbox"/> Confernce	<input type="checkbox"/> Dock	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Liv-qtrs	<input type="checkbox"/> Othroffc
	<input type="checkbox"/> Pass-elev	<input type="checkbox"/> Privoffc	<input type="checkbox"/> Prv-resrm	<input type="checkbox"/> Pub-resrm	<input type="checkbox"/> Reception	<input type="checkbox"/> Serv-elev
	<input type="checkbox"/> Truckdoor	<input type="checkbox"/> Whs-resrm	<input type="checkbox"/> Whs-spc			
Miscellaneous:	<input type="checkbox"/> 3phase	<input type="checkbox"/> Columns	<input type="checkbox"/> Comm-wall	<input type="checkbox"/> Conveyor	<input type="checkbox"/> Crane	<input type="checkbox"/> Firearm
	<input type="checkbox"/> None	<input type="checkbox"/> Oth-fenc	<input type="checkbox"/> Other	<input type="checkbox"/> Sec-fenc	<input type="checkbox"/> Sec-lght	<input type="checkbox"/> Sec-sys
						<input type="checkbox"/> Handicap
Special Features:	<input type="checkbox"/> Cath/vlt	<input type="checkbox"/> Handyman	<input type="checkbox"/> Highceil	<input type="checkbox"/> Mbrmain		<input type="checkbox"/> Smkalarm
Property-Remain:	<input type="checkbox"/> Dishwport	<input type="checkbox"/> Elecstove	<input type="checkbox"/> Gasstove	<input type="checkbox"/> Micro	<input type="checkbox"/> Refrig	<input type="checkbox"/> Wndw-all
	<input type="checkbox"/> Wsh/dryer					<input type="checkbox"/> Wndw-sme
Heating:	<input type="checkbox"/> Elec	<input type="checkbox"/> Floorfurn	<input type="checkbox"/> Gas	<input type="checkbox"/> Htpump	<input type="checkbox"/> None	<input type="checkbox"/> Other
	<input type="checkbox"/> Steam					<input type="checkbox"/> Space
Water:	<input type="checkbox"/> None	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well		
Cooling:	<input type="checkbox"/> Ceilingfan	<input type="checkbox"/> Cen-elec	<input type="checkbox"/> Cen-gas	<input type="checkbox"/> None	<input type="checkbox"/> Other	<input type="checkbox"/> Roofvent
						<input type="checkbox"/> Wndwunit
Sewer:	<input checked="" type="checkbox"/> Connected	<input type="checkbox"/> None	<input type="checkbox"/> Other	<input type="checkbox"/> Septic	Seller's Initials	
Fuel:	<input type="checkbox"/> Elec	<input type="checkbox"/> Gas	<input type="checkbox"/> Oil	<input type="checkbox"/> Other	<input type="checkbox"/> Propane	
AcceptFinancing:	<input type="checkbox"/> Asm1st	<input type="checkbox"/> Asm2nd	<input type="checkbox"/> Conv	<input type="checkbox"/> Exchnge	<input type="checkbox"/> Lsepurc	<input type="checkbox"/> Other
						<input type="checkbox"/> Owc
Leases:	<input type="checkbox"/> Annual	<input type="checkbox"/> Exp-1yr	<input type="checkbox"/> Ground	<input type="checkbox"/> Longterm	<input type="checkbox"/> None	<input type="checkbox"/> Portion
						<input type="checkbox"/> Rent/com
Fees or Dues:	<input type="checkbox"/> Fire	<input type="checkbox"/> Garbage	<input checked="" type="checkbox"/> Other			
ShowingInstruct:	<input type="checkbox"/> Apptonly	<input type="checkbox"/> Call-LA	<input type="checkbox"/> CallOwnr	<input type="checkbox"/> Donttalk	<input type="checkbox"/> LAPresnt	<input type="checkbox"/> Other

By Seller's signature below, Seller acknowledges that Seller has personally reviewed the information set forth above in this Seller Information Sheet and has verified, and does hereby represent and warrant, that all said information was provided by Seller and is accurate and complete to the best of Seller's knowledge.

Seller _____ Date _____ Seller _____ Date _____



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