

## EXCLUSIVE LISTING AGREEMENT - SALE

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1. In consideration of Flexible Pavement RP Inc. ("Owner") granting to Hiffman Shaffer Associates, Inc. d/b/a NAI Hiffman, an Illinois corporation ("Broker") the exclusive right to sell the property described below ("Property") and Broker's agreement to use its best efforts to effect a sale of the Property, the receipt and sufficiency of such consideration is hereby acknowledged, Owner and Broker agree as follows:
  - A. Property. The Property is described as the land and improvements therein located at North Independence Blvd., Romeoville with a tax identification number[s] of 02-27-401-036, consisting of approximately 5.65 acres of land (more or less). Reference herein to the Property shall include all or any portion(s) of the Property.
  - B. Listing Price. The Property shall be listed for sale at a price of \$5.25/sq. ft.; and Owner may sell the Property for such other price and/or terms as Owner may accept.
  - C. Term. The term of this listing shall commence on July 1, 2016 and end at midnight on June 30, 2017 ("Term"). In the event that the Property is removed from the market due to acceptance of an offer during the Term or any extension thereof, and the sale is not closed for any reason, the Term shall be extended for a period of time equal to the number of days that the escrow was open or the Property had been removed from the market, whichever is longer, provided that such extension shall not exceed one hundred eighty (180) days.
  - D. 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.
  - E. Marketing Budget. Broker shall market the Property at no expense to the Owner. Broker is exclusively authorized to advertise the Property and to place a sign on the Property if in Broker's opinion a sign would facilitate the sale of the Property.
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. The Property is sold to a purchaser procured by Broker, Owner, or anyone else; or
  - B. A purchaser is procured by Broker, Owner, or anyone else who is ready, willing, and able to purchase the Property at the price listed above or at any other price and terms acceptable to Owner and Owner refuses to sell or is unable to sell the Property to such purchaser; or
  - C. Any contract for the sale of the Property is executed by Owner during the Term or within the periods described below, and Owner defaults or breaches such contract; or
  - D. Owner grants an option to sell the Property and subsequently sells 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
3. EXPIRATION/TERMINATION PROVISION. Owner agrees to pay Broker a commission computed in accordance with the terms of Exhibit A if within ninety (90) 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 of the Property to a Registered Prospect as defined below. A Registered

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Prospect is any party or entity formed by such a party or employer or affiliate of such party) whose name appears on a list of Registered Prospects provided by Broker to Owner within fifteen (15) days of expiration of the Term of or termination 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 Properties within fifteen (15) days of the expiration of or termination of the Term, Broker shall have no further right to commission under the terms of this Section.

4. LEASE. Broker and Owner acknowledge that it is neither Owner's intent nor preference to lease the Property. However, in the event that Owner actually leases the Property to a tenant, whether procured by Broker, Owner, or anyone else during the Term of this Agreement or under the terms and conditions of and during the expiration provision period described above, than Owner shall pay Broker a lease commission computed in accordance with the terms of Exhibit A.
  
5. 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 Property, 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, 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 Property; and (ii) the existence of any condition of the Property which is not fully disclosed as required above.
  
6. MISCELLANEOUS. Owner agrees:
  - A. To cooperate with Broker and to refer to Broker any and all inquiries of anyone interested in the Property.
  - B. To conduct all negotiations for the Property through Broker;
  - C. To furnish merchantable title to the Property;
  - D. Broker is exclusively authorized to advertise the Property and to place a sign on the Property if in Broker's opinion, a sign would facilitate the sale of the Property;
  - E. To provide to Broker copies of all transaction documents including without limitation sale contract, lease(s), closing statement(s), and required disclosures;
  - 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 Property;
  - 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");
  - 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 Property;

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- J. That if the Property 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 action to obtain the bankruptcy court's approval of this Agreement, unless Broker should elect to terminate this Agreement upon such notice.
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). 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 Property 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 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. Designated Agent(s): Mark Moran, John Whitehead
8. **AUTHORITY.** Owner warrants to Broker that it is the owner of the Property. 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.
9. **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.
10. **ARBITRATION.** In the event of any dispute between Owner and Broker relating to this Agreement, Owner and Broker agree that such dispute shall be resolved by binding arbitration ("Arbitration"). The Arbitration shall be conducted pursuant to the commercial rules of the American Arbitration Association. All discovery permitted in judicial proceedings in the State of Illinois shall be permitted in the Arbitration, and judgment on any arbitration award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator(s) shall be limited to award only compensatory damages and shall not have the authority to award punitive, exemplary, or similar damages. However, the prevailing party in such arbitration proceedings shall be entitled to recover the actual out-of-pocket expenses, including the cost of the arbitration, the fees of the arbitrator(s), and its reasonable attorneys' fees.
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.

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ACCEPTED:

OWNER: FLEXIBLE PAVEMENT RP  
INC

BROKER: Hiffman Shaffer Associates, Inc. d/b/a  
NAI Hiffman, an Illinois corporation

a(n) \_\_\_\_\_

By: Patricia M. ...  
Its: Authorized Agent

By: [Signature]  
Its Authorized Agent

Date: 6/29/2016

Date: 6/29/2016

Address: 25 ALEXANDER  
CIR. #2 ROMEOVILLE, IL  
60446  
815 693-2556

Address: One Oakbrook Terrace, Suite 400  
Oakbrook Terrace IL 60181  
Phone: 630-932-1234  
Fax: 630-932-7258