

HAWAII REALTY, INC.

LISTING AGREEMENT

Owners Name: _____ Social# _____
Co-Owner Name: _____ Social# _____
Address: _____
City: _____ State: _____ Zip: _____ Email: _____
Phone: Day: _____ Evening: _____ Cell: _____ Fax: _____
Title : () Trust () Tenancy By The Entirety () Severalty () Tenants In Common () Joint Tenancy

PROPERTY DESCRIPTION:

Resort Name: _____; Fee Simple ___ / Leasehold ___
located at _____, described as follows:
Tax Key (TMK): Division ___ Zone ___ Section ___ Plat ___ Parcel ___ CPR ___ ICN: _____
___ Bedroom ___ Bath; Usage: Every Yr. ___ Even Yr. ___ Odd Yr. ___ Season _____;
Unit Name or Category _____ Unit # _____ Fixed ___ / Float ___; Week # ___ Fixed ___ / Float ___;
Ownership Interest: _____; Points: _____.
Purchase Price \$ _____ Date _____ Lender: _____ Bal \$ _____ Loan# _____
Exchange Affiliation: RCI member# _____; I I member# _____; Other: _____
I will transfer all my reserved and banked weeks to purchaser: Yes ___ / No ___
Have you made reservations at your home resort this year? Y ___ / N ___ Date _____; #Banked @ RCI ___; II ___
Have you made reservations at your home resort next year? Y ___ / N ___ Date _____; #Banked @ RCI ___; II ___
Maintenance Fee Amount: \$ _____; Are current year Maintenance Fees paid? Yes ___ / No ___
Are any amounts due or in arrears? Yes ___ / No ___, Amount \$ _____
Are there any special assessments? Yes ___ / No ___, Amount \$ _____ Lump Sum or installments ? _____

LISTING AGREEMENT: I will list the property at a sales price of \$ _____.

I attest that I am the owner of the property described on this form or I have the right to sign this listing agreement. I want to hire you to market the property. I offer you an exclusive right to sell listing on this property from _____ to _____. Either you or I may end the listing with _____ days advance written notice to the other. However, neither of us may end this listing before midnight, _____, unless we both agree to an earlier date. I will pay Hawaii Realty, Inc. or a sub-agent a commission equal to ___% of the sales price or a minimum of \$ _____ U.S. dollars, whichever is greater. I will pay you the commission under this agreement: (a) If I transfer my ownership to a buyer or if a buyer and I sign a binding sales contract at any price and terms during the listing period; (b) If you find a buyer who is ready, willing, and able to pay the asking price and meet the other terms of this listing; (c) If I transfer my ownership to your prospect or sign a written sales contract with any of your prospects during this listing or for a period of 180 days after the listing expires; (d) If I withdraw the property from sale before the end of this listing without your consent.; or (e) If the property is purchased pursuant to a right of first refusal.

Special Terms : _____

I hereby authorize Hawaii Realty and escrow agent to contact the resort management company, exchange company and lender to obtain any information they may need to carry out this agreement. I attest that the information I have given you is accurate and truthful to the best of my knowledge. This agreement will be governed by and construed in accordance with Hawaii law. I have received a filled in and signed copy of this listing agreement.

SELLERS SIGNATURES: _____

Date: _____

Date: _____

ACCEPTED BY: _____ Broker

Date: _____