COMMERCIAL ALLIANCE OF REALTORS®

SALES AGENCY AGREEMENT FOR BUSINESS OPPORTUNITIES

1. **CONSIDERATION AND TERMS OF AGREEMENT.** In consideration of Broker's agreement to list the business opportunity and/or real estate and all equipment, fixtures, licenses (including but not limited to liquor licenses), general intangibles, good will, intellectual property, and any other personal property appurtenant to and currently used in connection with the business opportunity and improvements located on the real estate described below in the Commercial Alliance of REALTORS® Commercial Listing Service (hereinafter "CLS") and to pay the fee therefore and to cause the listing information to be distributed to the participating members in the CLS and in further consideration of Broker's agreement to use Broker's best effort to find a Buyer, Seller hereby grants Javier Rodriguez, the Broker, from 08/18/2026 (date) to 12:00 midnight on 08/18/2027 (date) the exclusive irrevocable right and privilege to sell all the good will, fixtures, equipment, licenses (including but not limited to liquor licenses), general intangibles, intellectual property, and any other personal property used to conduct the business commonly known as AUT Performance (the "Business Entity") located in the (City) [Township [Village of Wyoming, Kent County, Michigan, with a commonly known address of 3364 Division Ave S (collectively, the "Business Assets"), and the real estate, its appurtenances, including fixtures and equipment, located in the [City [Township [Village of Wyoming, Kent County, Michigan and legally described as Lot 2,3 and 4 Ex W17Ft -Also Lot5 Ex N 40 Ft -Also Vacated Alley lying Between SD Lot -Walnut Acres split On.
PP# 41-18-18-304-049 ("Real Estate"). Approx. lot size and/or acreage: 0.45 Approx. building square footage offered: 4,000 Area.

2. **PRICE, TERMS AND BROKERAGE FEE. Broker fees are not set by law and are fully negotiable. Seller agrees** to a total purchase price of $1'100,000.00; allocated
and payable as follows (terms of purchase shall be as indicated by "X" below; check all that apply):
Amount allocated to the Business Assets: $150,000 and terms of payment for the Business Assets:
[Cash [Commercial Loan
[Secured Promissory Note based upon the following terms:
Seller understands that consummation of the sale or transfer of the Business Assets shall not relieve Seller of any liability that Seller may have under any loan(s) to which the Business Assets are subject, unless otherwise agreed to by the lender and Buyer, or required by law or regulation.

Amount allocated to the Real Estate: $950,000 and terms of payment for Real Estate (if applicable):
[Cash [New Mortgage [Mortgage Assumption [Assignment of Land Contract
[Other – please specify: Land Contract based upon the following terms: The Buyer shall pay the full purchase price to the Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract or a Purchase Money Mortgage. The Land Contract shall provide a down payment of $ and payment of the balance $ in installments of $ per or more, at Buyer's option, including interest at the rate of % per annum computed monthly. Interest shall commence on the agreed upon date of closing. **Seller understands that consummation of the sale or transfer of the Real Estate shall not relieve Seller of any liability that Seller may have under any mortgage(s) to which the Real Estate is subject, unless otherwise agreed to by the lender and Buyer, or required by law or regulation.**

OR with Seller's consent for a lesser sum or on other terms, WHICH PRICE INCLUDES ALL ENCUMBRANCES, TAXES, ASSESSMENTS, AND BALANCES OWING ON ALL FIXTURES, EQUIPMENT, AND OTHER PERSONAL PROPERTY USED TO CONDUCT BUSINESS AND THE REAL ESTATE, IF APPLICABLE. The term "sale" shall be deemed to include any direct or indirect exchange, trade, or transfer of any direct or indirect interest in the above-listed Business Assets and Real Estate (if applicable) to which Seller consents. The term "Property" shall be deemed to include the above-listed Business and Real Estate and any direct or indirect interest therein. In the event of a sale, if applicable, Seller will convey, or agree in writing to convey, by bill of sale and/or warranty deed, good and marketable title to all Property to the Buyer thereof. In the event a lease is involved in this Property, Seller agrees to provide the Buyer with an assignment of such lease or sublease from the Seller. Further, Seller will furnish a policy of title insurance guaranteeing marketable title to the Real Estate.

Seller agrees to pay Broker a brokerage fee of 6% of the purchase price due and payable if: the Property is sold or traded by Broker or by Seller or anyone else during the listing period (including sales occurring after the listing period pursuant to rights of first refusal or options granted or contracts executed during the listing period); or a prospective Buyer ready, willing and able to purchase the Property on the terms specified herein or other terms acceptable to Seller is produced by Broker or any agent or person during the listing period; or the property is sold within 12 ( )months after expiration of the listing period (including sales pursuant to rights of first refusal or options granted or contracts executed within that period following expiration) to a Buyer who had been introduced to or provided information regarding the property during the listing period by Broker or Seller or any other agent or person, except that this provision shall not apply if the Property is sold pursuant to a valid listing agreement entered into with another member of an Association of REALTORS subsequent to the expiration of the listing period of this Agreement.

The brokerage fee may be shared by the Broker with any cooperating broker who participates in the sale by compensating the Buyer's Agent 3% of the sale price. The Buyer's Agent must disclose any fees paid by the Buyer to the Buyer's Agent and that amount will be deducted from any shared compensation amount.

If, in relation to the sale of the Property, one or more payments are made to Seller in conjunction with (i) the forfeiture of an earnest money deposit or other payment or deposit made by a Buyer, (ii) an award of damages by a Court in favor of Seller , or (iii) a compromise agreement between Seller and a Buyer that does not contemplate a sale, then Seller agrees to pay Broker at the same rate as the total Brokerage Fee.

If, during the listing period, the Real Estate is leased by Broker or Seller or anyone else, or if within _____(____) months after the expiration of said period, a lease is made to any person who has been introduced to or provided information regarding the Real Estate during said listing period by Broker or Seller or anyone else, Seller agrees to pay Broker a brokerage fee of _____the total Rent and/or other consideration paid , except that this provision shall not apply if the Real Estate is leased pursuant to a valid listing agreement entered into with another member of an Association of REALTORS subsequent to the expiration of the listing period of this agreement. Seller agrees not to execute any lease covering the Real Estate during said term or to take any action which would make the Real Estate unavailable for sale during the listing period. The total brokerage fee owed pursuant to this Paragraph shall be paid upon execution of a lease for the Real Estate, renewal brokerage fees shall be paid upon tenant's exercise of renewal option. Brokerage fees shall not be otherwise affected by a later breach or termination of such lease by landlord or tenant. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing.

Seller represents and warrants that: (i) there are no obligations to pay brokerage fees to any person or entity except as specified in this Agreement; and (ii) there are no rights of first refusal or options to lease or purchase applicable to the Property. If these representations and warranties prove to be inaccurate, no such obligation shall diminish the obligation to pay the brokerage fee specified herein. Seller and Broker agree that Broker shall be entitled to payment of reasonable attorney's fees and costs incurred by Broker to collect any commission owed under the terms of this Agreement. Seller agrees that interest shall accrue, and be paid to Broker, at highest rate allowed by law on any unpaid balance, compounded monthly until paid.

3. **REFERRAL.** Seller agrees to refer to Broker all inquiries received concerning the Property during the period of this listing.

4. **LEASE.** In the event the Real Estate occupied by the Business Assets is not being purchased hereunder, Seller agrees to lease such Real Estate to Buyer on the following lease terms:_____

_____

Seller agrees to pay Broker a fee of _____of the total Rent and/or other consideration paid, except that this provision shall not apply if the Premises is leased pursuant to a valid listing agreement entered into with another member of an Association of REALTORS subsequent to the expiration of the listing period of this Agreement. The total brokerage fee owed pursuant to this Paragraph shall be paid upon execution of a lease for the Premises. Renewal brokerage fees shall be paid upon the Buyer/tenant's exercise of renewal option. Brokerage fees shall not be otherwise affected by a later breach or termination of such lease by Landlord or Buyer/Tenant. This brokerage fee shall be paid in full promptly after it is earned, but not later than any applicable closing.

If the Real Estate is purchased in whole or in part by the Buyer/tenant or anyone acting on the Buyer/tenant's behalf at any time during, and up until _____(____) months after the termination of the term of the lease or any renewals or extensions therefore, including, but not limited to month-to-month renewals and holdover tenancies, a brokerage fee of _____ of the selling price shall be payable except that the sale commission shall be reduced in amount by that portion of the lease commission paid which is equal to the portion of the lease term or lease extension not completed by reason of the sale. Said brokerage fee shall be due and payable promptly after it is earned and in no event later than the closing of the transaction.

5. **INDEMNIFICATION.** Seller shall indemnify and hold Broker and Broker's agents and subagents harmless from any and all liability for any reason as a result of injury to a person(s) or damage or loss to Property arising out of a showing of the Property pursuant to this listing.

6. **INVENTORY.** The purchase price which is set forth above DOES [DOES NOT include the inventory of merchandise. If the purchase price herein set forth does not include the inventory, such inventory will be sold separately for cash at its book value at the time of closing of sale or, with Seller's consent, for such lesser sum or upon such other terms as Seller may agree.

7. **OPTIONS.** In the event Seller grants an option to purchase or lease the property, other than an option which is part of a lease, Seller agrees that the running of the term of this listing shall automatically be suspended for the duration of the option and, upon the expiration of the option, shall automatically recommence and continue for the remainder of said term so that the listing period before and after the option will total the original term of this listing.

8. **POSSESSION.** Possession to be given At Closing subject to rights of tenants, if any.

9. **MARKETING.** Broker is hereby authorized to photograph the Property and publish pictures, place a marketing sign on the Property, and to remove all other marketing signs. Broker is also authorized to have access to the Property and all parts thereof for the purposes of showing same at reasonable hours and to promote the Property in any media Broker deems necessary.

10. **OFFERS.** Broker shall present all offers to Seller unless otherwise agreed in writing with Broker, except for an accepted offer that prohibits solicitation or consideration of other offers during the period that the resulting Purchase Agreement is in effect.

11. **PRICE AND TERMS.** Seller acknowledges that the purchase price will be disclosed by the Commercial Alliance of REALTORS® in the ordinary conduct of its business.

12. **NON-DISCRIMINATION.** Broker and Seller acknowledge that discrimination because of religion, race, color, national origin, age, sex, marital status, disability, or familial status in connection with the offer, sale or lease of the real estate is prohibited by law.

13. **HEIRS AND SUCCESSORS.** This Agreement binds Seller, Broker, their personal representatives and heirs, and anyone succeeding to their interest in the property.

14. **COST OF SERVICES OF PRODUCTS OBTAINED FROM OUTSIDE SOURCES.** Broker will not obtain or order products or services from outside sources (e.g. surveys, environmental tests, title insurances, inspections, etc.) without the prior consent of Seller, and Seller agrees to pay all costs of products or services obtained.

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JO AV Seller's Initials

15. **CONFIDENTIAL INFORMATION.** Broker acknowledges that Seller may disclose confidential information to Broker in connection with performance of services under this Agreement, and Broker agrees to preserve such information in confidence and not to disclose any such information to the detriment of Seller in connection with any transaction described herein. Similarly, Seller acknowledges that Broker may have received confidential information in the past from a party on the opposite side of a proposed transaction with Seller, and Seller agrees that Broker's faithful maintenance of such information in confidence will not be a breach of any duty to Seller. Seller understands that any participating real estate agents who show the property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any salesperson that Seller would not disclose to a Buyer.

16. **ENVIRONMENTAL DISCLOSURE.** Michigan environmental law provides that a person who has knowledge that his/her real property is a "facility" may not transfer an interest in that real property (including by sale or lease) unless the person provides written notice to the purchaser or lessee. The notice should state that the real property is a facility and disclose the general nature and extent of the release of contamination. A "facility" is any property where contamination in excess of certain concentrations has been released or otherwise exists. An owner should seek legal and technical counsel from experienced professionals if the owner is concerned whether their property is a facility.

17. **EXECUTION.** The parties agree that electronic signatures and initials on this Agreement, or any addendum or amendment to this Agreement, shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

18. **OTHER CONDITIONS.**

19. **MISCELLANEOUS.** This Agreement contains all of the terms and conditions of the agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set for in this Agreement. This Agreement may be modified only by a writing signed by Broker and Seller. If Seller is an entity, the undersigned represents and warrants that he/she has the legal authority to execute this Agreement on behalf of the Seller and that the Seller has full power and authority to enter into and perform this Agreement including the conveyance of title as specified above, if applicable. Each of the undersigned individuals who have signed this Agreement on behalf of Seller represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement. Seller hereby acknowledges receipt of a completed copy of this Agreement. This Agreement shall be governed by Michigan law. Seller acknowledges that if a commission is owed under a prior agreement, execution of this Agreement will not eliminate the prior agreement.

Listed by: _____
Broker

Through: Carlos Chicca
Agent

For the Business Assets

Entity: Autotronic Performance LLC

By: * Jesus Oscar Arias Ubeda
(Note: Please sign as you wish your name to appear on the final documents.)

Printed Name of Signatory: * Jesus Oscar Arias Ubeda

Its: _____

Entity: _____

By: _____
(Note: Please sign as you wish your name to appear on the final documents.)

Printed Name of Signatory: _____

Its: _____

Property Address: 3364 Division Ave S Wyoming

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For the Real Estate

Entity: Autotronic Performance LLC

By: x Arias Ureña Jesús Oscar
(Note: Please sign as you wish your name to appear on the final documents.)

Printed Name of Signatory: Jesus Oscar Arias Ureña

Its: _____

Entity: _____

By: _____
(Note: Please sign as you wish your name to appear on the final documents.)

Printed Name of Signatory: _____

Its: _____

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