



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement is by and between National Land Realty LLC, hereinafter known as "Firm" and Justin Jones (M & J Land Consultants, LLC) hereinafter known as "Client".

In consideration of Firm's agreement to list the following described property, hereinafter known as "Property", for sale and to use its efforts to find a buyer, Client agrees with Firm as follows:

1. EXCLUSIVE RIGHT TO SELL: For a period of time commencing on execution date of this contract and extends until midnight on October 1, 2024, Firm shall have the exclusive right to sell the Property as agent of Client at the price and on the terms set forth below, or upon such other terms as may be agreed upon in writing by Client with any buyer. Client represents that, as of the commencement date of this Agreement, Client is not a party to a listing agreement with any other firm.

2. BROKER COOPERATION/AGENCY RELATIONSHIPS: Firm has advised Client of Firm's general company policy regarding cooperating with subagents, buyer agents, designated agents, or dual agents. Client has received an explanation of the types of agency relationships per state requirements. (Firm agrees to inquire of all agents at the time of initial contact as to their agency status): (CHECK ALL APPLICABLE AGENCIES)

- checkbox buyer agents
checkbox designated agents
checkbox dual agents representing both Client and the buyer in the same

3. PROPERTY: (Address/Description) TBD Old CC Rd. Albany, LA 70711
X-9-A, X-9-B, X-9-C X-9-D, X-9-E, X-9-F, X-9-G, X-9-H, X-9-I. See Exhibit A.

Parish: Livingston State: LA Tax Map #:

checkbox See attached Exhibit A for legal description/description of premises.

4. LISTING PRICE: \$80,000-\$95,000 Per Acre Price:

checkbox See attached Exhibit for additional listing terms.

ADVERTISING AND DATABASE LISTINGS: In connection with the marketing and sale of the Property, Client authorizes and directs Firm: (CHECK ALL APPLICABLE SECTIONS)

- checkbox to place a sign on the Property. Client shall remove all other signs.
checkbox to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service and/or information exchange of which the Firm is a member.
checkbox to permit other firms who belong to any listing service or information exchange of which the Firm is a member to advertise the Property on the Internet in accordance with the rules and regulations of the listing service or information exchange.
checkbox to submit pertinent information concerning the Property to any listing service or information exchange of which Firm is a member and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service or information exchange of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service or information exchange, appraisers and real estate licensees.

5. SPECIAL PROVISIONS:

checkbox See attached Exhibit for special provisions.

6. COOPERATION WITH FIRM:

a. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the sale of the Property. Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.

b. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service.

Firm Rep Initials WP

Client Initials

7. COMMISSIONS: Commissions shall be earned when Seller accepts an unconditional offer from buyer or when all conditions have been met following Client's acceptance of a conditional offer from buyer, whether buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to Five and a Half percent (5.5 %) of the gross sales price of the Property, or the sum of _____ (\$ _____), whichever is greater. Client understands that the firm may share commission with cooperating agents.

Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer of title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed. In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership, corporation or other business entity and an interest in the partnership, corporation or any other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer.

(i) Should there be a forfeiture of earnest money or option money, Firm shall be entitled to **25%** of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 7.a.(i).

(ii) In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted by state law in which a property is located. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

(iii) In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 7.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

(iv) "Buyer" and "registered prospect" as used herein shall be deemed to include, but not be limited to, their successors or assigns, agents, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of such buyer or registered prospect

8. REGISTERED PROSPECTS:

a. Prior Listing Agreements: If the Property was exclusively listed for sale with another agency prior to this Agreement, then Client shall provide Firm in writing the names of registered prospects and the duration of the protection period under the prior listing agreement. If Client provides such information to Firm within twenty (20) days of the date of this Agreement, then a direct or indirect sale or agreement to sell during such protection period to a registered prospect is excluded from this Agreement.

b. Later Sale To Registered Prospect: If within 180 days after the expiration of this Agreement (the "Protection Period"). Client directly or indirectly sells or agrees to sell the Property to a party to whom Firm (or any other agent acting for or through Firm) has communicated concerning the Property during the term of this Agreement, Client shall pay Firm the same commission to which Firm would have been entitled had the sale been made during the term of this Agreement; provided that names of prospects are delivered or postmarked to Client within fifteen (15) days after the expiration of the exclusive listing period. **In the event the Property is exclusively listed for sale with another agency after the expiration of this Agreement and Client directly or indirectly sells or agrees to sell the Property to a registered prospect during the Protection Period, then Client shall pay to Firm the commission provided for in Paragraph 7.**

9. AUTHORITY: Client represents and warrants to Firm that it has the right to offer the Property for sale. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

10. INDEMNIFICATION: Client represents and warrants that the information set forth herein and any other information as may be furnished to Firm by Client, including information relating to environmental matters, is correct to the best of Client's knowledge. Firm shall have no obligation or responsibility for checking or verifying any such information, except as may be required by law. Client shall indemnify Firm for any and all loss or damage sustained by Firm as a result of (i) Firm's or Client's furnishing such information to a buyer or anyone else; and (ii) the presence of storage tanks on, or the presence or release of hazardous substances, materials and wastes on or from, the Property.

11. PARTIES AND BENEFITS: This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successor and assigns and their personal representatives. Client agrees that at any time during the term of this Agreement Firm may either assign Firm's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership or Firm's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect;

Firm Rep Initial DS
WP

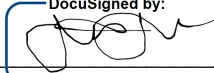
Client Initial DS
[Signature]

provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the state the property is located in. In the event of any such assignment or transfer, Client may terminate this Agreement without cause on thirty (30) days' prior written notice to the assignee or transferee of Client's intent to terminate this Agreement.

12. ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY; GOVERNING LAW: This Agreement contains the entire agreement of the parties and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification to this Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included. It shall not be deemed a breach of this Agreement for Firm to comply with an order resulting from an arbitration conducted by a REALTOR® association or issued by a court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State in which the subject property resides.

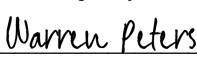
13. INTELLECTUAL PROPERTY RIGHTS: Client grants to Firm and any listing or commercial database service in which Firm or its agents participate a non-exclusive, perpetual license to use any information, photographs, drawings or other intellectual property that Client provides to Firm, including the rights to display, reproduce or make derivative works from the intellectual property.

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

DocuSigned by:

CLIENT SIGNATURE _____ DATE 1/18/2024
CLIENT NAME Justin Jones
MAILING ADDRESS 22975 Elberta Lane Zachary, LA 70791
PHONE (601)613-7385 EMAIL MandJ225@GMail.com

CLIENT SIGNATURE _____ DATE _____
CLIENT NAME Text
MAILING ADDRESS _____
PHONE _____ EMAIL _____

REAL ESTATE FIRM National Land Realty LLC DocuSigned by:
DESIGNATED AGENT SIGNATURE 
DESIGNATED AGENT NAME Allison Liuzzo
PHONE (225)773-6525 EMAIL ALiuzzo@NationalLand.com

DocuSigned by:

BROKER SIGNATURE _____
BROKER NAME Warren Peters
PHONE (225)938-9293 EMAIL WPeters@NationalLand.com