



LISTING AGREEMENT

We, the undersigned owners of the following described property, do hereby grant Hortenstine Ranch Company, LLC, licensed real estate broker of Dallas, Texas, (hereinafter "Broker") the irrevocable and Exclusive right to sell or exchange the following described property within the period and at the price and terms herein stated or at such other price and terms that might be agreed upon.

OWNER: Jabulani Ranch, LLC Phone: 307-287-8393

ADDRESS: 1701 Ward Mountain Rd, Palo Pinto, TX 76484 Email: chuck@ceasterprises.com

PRICE: \$2,250,000

TERMS: Cash or terms acceptable to owner.

PROPERTY DEFECTS (Structural, title, etc.) None

PROPERTY to be covered by this Listing Agreement (hereinafter "Property") is more fully described as: \_\_\_\_\_

67.85 Acres located at 1701 Ward Mountain Road, Palo Pinto, TX 76484 further described on the attached

Exhibit A- Survey)

SPECIAL PROVISIONS: Property will be marketing in an "off-market" capacity until photographs and videos are completed in the month of March when Spring "green-up" has begun. Wade Gear will be paid a referral fee for making introduction.

Note: By law, disclosure must be made to prospective buyers of known significant structural and other defects. The Texas Real Estate License Act states that "Latent structural defects and other defects do not refer to trivial or insignificant defects but refers to those defects that would be a significant factor to a reasonable and prudent purchaser in making a decision to purchase".

BROKER'S FEE: It is agreed and understood that Owner shall pay to Broker, in cash, at or prior to closing, unless buyer defaults, at Broker's office address as set forth herein, a commission of Six percent (6%) of the gross sales price. Broker's right to the commission established herein shall be perfected and payable when: 1) Broker, individually or in cooperation with another broker, procures a buyer during the period of this Agreement ready, willing and able to buy said Property at the stated price, and terms, or at any other price and terms Owner has agreed to accept; 2) Owner sells, exchanges or otherwise transfers the Property during the period of this Agreement at the above price and terms or at any other price and terms acceptable to Owner; 3) If within 120 days after the expiration of this Agreement (herein called "protection period"), Owner sells, exchanges or otherwise transfers the Property to any party whose attention has been called to the Property by Broker or any co-operating broker during the period hereof; provided, that Broker has mailed to Owner at this address stated herein, postmarked within 14 days after the expiration of this Agreement, a list of such parties ("Registration Letter"). Owner shall be obligated to pay such compensation if during the term of said "protection period" such sale, exchange or transfer occurs with a registered party, even though Property may be listed exclusively with another licensed real estate broker.

BH  
Broker Initials

CE  
Owner Initials

Broker may divide any commission paid hereunder with any other licensed broker, provided that the co-operating broker or brokers participated in the sale of the Property. The person who closes any sale covered by this Agreement is hereby authorized to collect and disburse all commissions due hereunder. In the event it becomes necessary for Broker to retain an attorney or initiate legal proceedings of any nature in order to secure payment of the real estate commission provided for in this Agreement, in addition to all other sums to which Broker may be entitled, Broker shall be entitled to recover costs of suit and reasonable attorney's fees.

**BROKER REPRESENTATION:** Owner acknowledges receipt of the attached exhibit entitled "Information about Brokerage Services" which is incorporated in this Listing Agreement for all purposes.

**OWNER AUTHORIZATION TO BROKER:** Broker agrees to use reasonable efforts and act diligently in attempting to sell or exchange the Property in accordance with the terms and conditions of this Agreement. In pursuit of such efforts, Broker is authorized to: advertise at its discretion the Property by all such means and methods as Broker deems best, to place "For Sale" signs on the property, and remove any other "For Sale" signs from property. Broker is authorized to enter the Property at any reasonable time for the purpose of showing the property to prospective buyers. Owner agrees to refrain from negotiating with any prospective buyers who may contact Owner direct and shall direct all prospects to Broker and otherwise co-operate fully in Broker's efforts to sell the Property. Owner authorizes Broker to receive information from lending Institutions on liens, notes, taxes, etc; Natural Resource Conservation Service (NRCS) and any other office or agency concerning the Property.

**EVIDENCE OF TITLE AND DEED:** Owner does hereby represent that he has fee simple title to and peaceable possession of the Property together with all improvements and fixtures thereon and that Owner has the legal capacity and authority to convey such property by a good and sufficient Special Warranty Deed. Owner agrees to pay (where applicable) prepayment penalties of any existing loans, plus costs of releasing such loans and recording releases; and half of any escrow fees; and furnish at its expense (1) either an Owners Policy of Title Insurance in the amount of the sales price and dated at or after closing or a complete Abstract of Title, certified to a current date; (2) tax statements showing no delinquent taxes; (3) a Special Warranty Deed conveying the title subject only to liens securing debt created or assumed as part of the consideration, taxes for the current year, any other reservations or exceptions acceptable to Buyer; and (4) any other exceptions noted in the Special Provisions portion of this Agreement.

**LITIGATION:** Owner does hereby represent that there is no pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Broker of any litigation, condemnation, or assessment affecting the property, which is instituted after the Date of Execution.

**HOLD HARMLESS AND MISCELLANEOUS:** Owner warrants that the information provided herein is true and correct according to the best of his knowledge and belief and agrees to hold Broker and any co-operating brokers harmless from any damages, costs, attorney's fees, or expenses whatsoever, arising by reason of the withholding of any pertinent information, the giving of any incorrect information or the breach of any of the terms and conditions of this Agreement. Owner acknowledges that he has read this Agreement, understands its contents, received a copy hereof and that there are no other existing agreements or conditions, other than as set forth herein. This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. If more than one person signs this Agreement, it shall constitute the joint and several obligation of each. This contract contains the entire agreement of the parties and cannot be changed except by their written consent.

**TERMINATION DATE:** This agreement shall commence on the date hereof and shall terminate at twelve (12:00) o'clock a.m. (midnight) on the last day of March 2024.

EXECUTED THIS 2/6/2023 day of 2/7/2023 2023.

**BROKER:** Hortenstine Ranch Company, LLC

**OWNER:** Jabulani Ranch, LLC

DocuSigned by:  
Blake Hortenstine  
By: 9350021E18734C1  
Blake Hortenstine, Broker

DocuSigned by:  
Chuck Easterbrooks  
By: 580253C828CF458  
Charles Easterbrooks