

## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement (hereinafter “Agreement”) is entered into as of October 28th, 2024 (the “Effective Date”), by and between Martin Sweeney (sometimes referred to as “Seller”) and Backwoods Land Company, LLC (sometimes referred to as “Backwoods” or “Broker”).

Seller grants Backwoods Land Company the Exclusive right to sell the following described real property in Clarke County, Mississippi, described as:

+/- 15 acres situated in portions of NE 1/4 of SE 1/4 S9 T1N R17E

150-09-00-021.00 6643 County Road 630 Shubuta, MS 39360

See the attached Map. (Hereinafter referred to as the “Property.”)

for an asking price of \$215,000 or other price and terms that are acceptable to the Seller: Martin Sweeney

grants unto Backwoods the exclusive right to sell the property for a period of time starting on 10/29/2024 and expiring at midnight on 10/29/2025.

Seller agrees to pay Backwoods a commission of 6 % of the gross selling price or a flat fee of NA if the Property is sold during the term herein or if the Property is sold to anyone who enters into a contract to purchase the Property during the term herein.

Seller agrees that Backwoods at their discretion will offer compensation to another broker who brings a buyer to the subject property. Only after a successful closing has taken place (a deed and money have changed hands) will Backwoods Land Company, LLC Compensate another broker. Backwoods will compensate the buyer’s broker up to 40 % of the gross commission received.

Seller agrees to pay the previously referenced commission unto Backwoods if the property is sold, conveyed, or otherwise transferred within 180 days after the termination of this Agreement or any extension thereof (sometimes referred to as the “Protection Period”) to anyone to whom this property was shown or marketed during the term herein (including any extension), provided that Backwoods provided Seller

notice in writing, including the name of the prospective purchaser(s), before or upon termination of this Agreement or any extension thereof.

The commission is based on Backwoods policies only. Backwoods has not discussed or colluded with any other Brokerage, Organization, Association, Person, etc. outside of the company to establish, set, or “fix” their fees.

The seller agrees to allow BROKER to accept a deposit to be applied against the Purchase Price and to place that deposit into the escrow account maintained by BROKER or other escrow agent until the Closing of the sale of the Property. If the deposit is forfeited by the Buyer, 25 % of the deposit shall be retained by BROKER, provided, however, that the amount retained shall not exceed the amount to which BROKER would be entitled as a commission if the transaction had been consummated, and the balance of the deposit shall be paid to SELLER.

Seller has good title to the Property and full authority to execute this Agreement. There are no other agreements or conditions except as set forth herein. No verbal statements, representations, promises, or inducements shall have any validity or effect. Any amendments to this Agreement must be in writing and signed by all parties. Seller has the right to seek professional, legal, and/or tax advice from anyone of Seller’s choosing.

This agreement shall be construed as having been equally and jointly drafted by the parties and no ambiguity (if any) shall be more strongly construed against either party equally and jointly drafted by the parties and no ambiguity (if any) shall be more strongly construed against either party.

Notice to Seller shall be at either of the following:

6643 County Road 630 Shubuta, MS 39360 (mailing address)

msusweeney@gmail.com (email address)

Notice to Backwoods shall be at either of the following:

PO BOX Flora, MS 39071 (mailing address)

dwalker@backwoodsland.com (email address)

The interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Mississippi. Any action or proceeding seeking to enforce any provision of this Agreement or touching upon this Agreement in any way shall be brought in the Chancery, County, or Circuit Court of Madison County, Mississippi.

SO AGREED.

*Martin Sweeney* dotloop verified  
10/29/24 7:24 AM CDT  
AEAG-Z8WM-KWPB-VD7F

Seller's signature

Martin Sweeney

Print Name

Seller's signature

Print Name

If Seller is an entity, list the entity name here

If Seller is an entity, list the signatory's office/  
position here

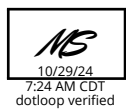
*Hunter Wooten* dotloop verified  
10/29/24 8:48 AM CDT  
P8QF-GCNU-FHBQ-D2TW

Backwoods Land Company, LLC





--- Road / Trail    □ Boundary







# WORKING WITH A REAL ESTATE BROKER

**\*\*THIS IS NOT A LEGALLY BINDING CONTRACT\*\***

## GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships. Several types of relationships are possible, and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction. The purpose of this Agency Disclosure form is to document an acknowledgement that the consumer has been informed of various agency relationships which are available in a real estate transaction. For the purposes of this disclosure, the term Seller and/or Buyer will also include those other acts specified in Section 73-35-3(1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

## SELLER'S AGENT

A property Seller can execute a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the Seller in securing a Buyer. A licensee who is engaged by and acts as the agent of the Seller only, is a Seller's Agent. A Seller's agent has the following duties and obligations:

- **To the Seller:** The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- **To the Buyer and Seller:** A duty of honesty and fair dealing.

## BUYER'S AGENT

A Buyer may contract with an agent or firm to represent him/her. A licensee who is engaged in a Buyer Agency Agreement as the agent of the Buyer only is known as the Buyer's Agent in purchasing a property. A Buyer's Agent has the following duties and obligations:

- **To the Buyer:** The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- **To the Seller and Buyer:** A duty of honesty and fair dealing.

## DISCLOSED DUAL AGENT

A real estate licensee or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both the Seller and Buyer. As a Disclosed Dual Agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A Disclosed Dual Agent has all the fiduciary duties to the Seller and Buyer that a Seller's agent or a Buyer's agent has except the duties of full disclosure and undivided loyalty.

➤ **A Disclosed Dual Agent may not disclose:**

- a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

## IMPORTANT NOTICE: UNREPRESENTED "CUSTOMER"

"Customer" shall mean a person not represented in a real estate transaction. It may be the Buyer, Seller, Landlord or Tenant. A Buyer may decide to work with a firm that is acting as the agent for a Seller (a Seller's Agent or Subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the Buyer properties as a Seller's Agent or as a Subagent working on the Seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer. Regarding the price and terms of an offer, the Seller's Agent will ask you (the Customer) to decide how much to offer for the property and upon what conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision. The Seller's Agent will present to the Seller any written offer that you ask them to present. You should not disclose any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying) because the Seller's Agent would be required to tell all such information to the Seller. As a Customer dealing with a Seller's Agent, you might desire to obtain the representation of an attorney, another real estate licensee, or both.

### THIS IS NOT A CONTRACT, THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Broker or Salesperson has informed me that real estate brokerage services may be provided to me as a:

- Client (The Licensee is my Agent. I am the Seller or Landlord.)
  - Client (The Licensee is my Agent. I am the potential Buyer or Tenant.)
  - Client (All Licensees of the Brokerage Firm may become Disclosed Dual Agents.)
  - Customer (The Licensee is not my Agent.)
- \*\*Use "Customer signature" space, below\*\***

By signing below, I acknowledge that I received this informational document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

 <small>(Client signature)</small>	<small>dotloop verified 10/29/24 7:24 AM CDT LK05-PLNS-DGME-JTVT</small> <small>(Date)</small>	 <small>(Licensee signature)</small>	<small>dotloop verified 10/28/24 7:51 PM EDT 201G-RLYF-UMMY-OWC8</small> <small>(Date)</small>	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>(Client signature)</small>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>(Date)</small>	<p style="text-align: center;"><b>Backwoods Land Company</b></p> <small>(Licensee Brokerage)</small>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>(Customer signature)</small>	
		<div style="border: 1px solid black; height: 20px; width: 100%;"></div> <small>(Date)</small>		

**LICENSEES: Provide a copy of this disclosure acknowledgement form to all signatories and retain signed original for your files.**