



# SOWELL REALTORS

## COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1 **BROKER (listing company):** John Moore / Keller Williams Realty and David da Ponte-Cooper / Sowell Realtors  
 2 **ADDRESS OF COMPANY:** 775 Ridge Lake Blvd, Ste #400 Memphis, TN 38120 /  
 3 **OWNER / SELLER:** Saliba Family Limited Partnership  
 4 **ADDRESS OF OWNER / SELLER:** 4839 Normandy Avenue Memphis TN 38117

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and  
 6 sufficiency of which is hereby acknowledged, Saliba Family Limited Partn  
 7 as seller (hereinafter referred to as "Seller") and John Moore / Keller Williams Realty and David da Ponte-Cooper / firm  
 8 and its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Commercial Exclusive Right to Sell  
 9 Listing Agreement ("Agreement"), this 7th day of August, 2023 ("Effective Date").

10 1. **Exclusive Listing Agreement.** Seller hereby grants to Firm the exclusive right and privilege as the Agent of the  
 11 Seller to show and offer for sale the following described property as the real estate broker for Seller: All that tract of land  
 12 known as: US Highway 64 / approximately 4.49 acres of vacant land (Address),  
 13 Lakeland (City), Tennessee, 38002 (Zip), as recorded in Shelby County Register  
 14 of Deeds Office,  deed book(s),  page(s), and/or  instrument  
 15 number and further described as: parcel ID #L0159 00552  
 16 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless  
 17 otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly  
 18 described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Register of Deeds of the county in which  
 19 the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on  
 20 August 7th, 2023 and shall continue through August 7th, 2024 (hereinafter referred to as  
 21 "Listing Period"). If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof  
 22 shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

23 2. **Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready,  
 24 willing, and able to purchase Property at a sales price of \$ 995,000.00 (including commission) or any other  
 25 price acceptable to Seller; (b) assist to the extent requested by Seller in negotiating the terms of and filling out a preprinted  
 26 real estate purchase and sale agreement; and (c) comply with all applicable laws and regulations in performing its duties  
 27 hereunder including Tenn. Code Ann. § 62-13-101, et seq., and the Tennessee Real Estate Commission Rules, as amended.

28 3. **Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this  
 29 Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers, including directing all other agents to  
 30 the Firm; (c) will make the Property available for showing at reasonable times as requested by Firm; and (d) will provide  
 31 Firm with accurate information regarding the Property (including information concerning all adverse material facts  
 32 pertaining to the physical condition of the Property). Seller will have the additional responsibility to provide Firm with  
 33 the following documents if they are accessible to Seller:

- 34 a. The most recent property tax assessments and tax bills;
- 35 b. The most recent title insurance policy insuring the Property, including complete and legible copies of all
- 36 documents (whether or not recorded) which are referenced therein as title exceptions;
- 37 c. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not
- 38 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor;
- 39 d. All soil reports covering any of the Property;
- 40 e. All cruise reports of existing timber on the Property;
- 41 f. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor
- 42 irrigation system;
- 43 g. All existing leases and subleases (including concession and license agreements for use of space within the
- 44 Property) and any amendments and letter agreements relating thereto, together with all correspondence to and
- 45 from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be
- 46 leased, rents, and term and outlining all other material deal points;

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- 47 h. All current insurance policies, together with a written summary of insurance coverage and premiums by policy  
48 type;
- 49 i. All certificates of occupancy;
- 50 j. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures,  
51 equipment and personal property to be conveyed;
- 52 k. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements  
53 relating thereto);
- 54 l. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies,  
55 assessments and reports, including any wetlands reports;
- 56 m. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's  
57 ownership of the Property (or for the previous 36 months if shorter);
- 58 n. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations,  
59 together with the pertinent notices, demands, pleadings and other documents;
- 60 o. All reports, assessments or studies regarding actions required to bring the Property into compliance with the  
61 Americans with Disabilities Act or any similar state statute or local ordinance or code;
- 62 p. A schedule of special assessment districts and assessment amounts, if any;
- 63 q. A schedule of impact fees paid or owing on the Property, if any;
- 64 r. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual  
65 tenants (including, as tenants, any space concessionaires of licensees);
- 66 s. All maintenance records for the Property;
- 67 t. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and  
68 maintenance of the Property;
- 69 u. All assignments, sales documentation or lease documents concerning mineral and/or air rights; and
- 70 v. Other documents which are reasonably requested by a potential buyer during the Due Diligence Period.

71 **4. Marketing.**

72 Firm may advertise the Property for sale in all media and may photograph and/or videotape the Property and use the  
73 photographs and/or videotapes in connection with Firm's marketing efforts. Seller agrees not to place any advertisements  
74 on the Property or to advertise the Property for sale in any media except with the prior written consent of Firm. Firm is  
75 also hereby authorized to place Firm's "For Sale" sign on the Property. Firm is authorized to procure buyers to purchase  
76 the Property in cooperation with other real estate brokers and their affiliated licensees. Firm is hereby granted the authority  
77 to advertise this listing on the Internet. Firm is additionally permitted to file this listing with any Multiple Listing Services  
78 (MLS(es)) or similar service(s) of which Firm is a member. Seller understands and agrees that by placing the listing on  
79 the MLS or these similar services, the listing may be included in a searchable database provided by the MLS or similar  
80 service which can be viewed on other agents' websites. Seller also agrees that the listing may also appear on publicly  
81 accessible websites sponsored by and/or affiliated with the MLS, the local association of Realtors®, or similar listing  
82 services and those who lawfully receive listing information from said entities. Firm may distribute listing and sales  
83 information (including the sales price) to buyers, other real estate brokers and their affiliated licensees, and/or multiple  
84 listing services or similar services. Firm and other real estate brokers and their affiliated licensees may show the Property  
85 without first notifying Seller.

86 **5. Compensation.**

87 **A. Terms.** Seller agrees to pay Firm, no later than at closing, a real estate commission of seven percent  
88 (7.0 %) of the purchase price of the Property or \$ \_\_\_\_\_ in the event that during the Listing  
89 Period,

- 90 (a) Firm procures a ready, willing, and able buyer who has entered into a purchase agreement or an agreement  
91 of exchange for the Property at the price described above;
- 92 (b) Seller enters into an enforceable contract for the sale or exchange of the Property with any buyer; or
- 93 (c) Seller enters into an option to purchase agreement during the Listing Period and buyer exercises said option.

94 **B. Cooperating Compensation.** Firm shall share this compensation with a cooperating broker, if any, who procures the  
95 buyer of the Property by paying such cooperating broker 40 % of Firm's commission or \$ \_\_\_\_\_. Said  
96 cooperating broker is the agent or facilitator who represents the interests of and/or is working with the buyer.  
97 Cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement only for the purposes  
98 of enforcing their commission rights as cooperating brokers.

99 **C. Carry Over.** Should the Seller contract to sell or exchange or an option agreement is executed for the Property within  
100 120 days after the expiration of this Agreement to any buyer (or anyone acting on buyer's behalf) who has been  
101 introduced to the Property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the  
102 compensation as set forth herein at the closing of the sale or exchange of the Property. This includes but is not limited

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103 to any introduction or exposure to the Property by advertisements or postings appearing in any medium which  
104 originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property is  
105 sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to  
106 sell contract or exclusive agency contract, after the date of expiration of the Listing Period, then no compensation shall  
107 be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the  
108 termination of this Agreement.

109 **D. Seller Breach or Failure to Close.** In the event that a ready, willing, and able buyer is produced and a contract  
110 results, the Seller is obligated to compensate the Firm in the event that the Seller unlawfully fails to close by Seller's  
111 breach of the contract. In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the  
112 compensation which would have been due and owing Firm had the transaction closed. Such compensation will be  
113 payable without demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period,  
114 Seller agrees to pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as  
115 agreed to by the parties, in addition to any other sums that may be due to the Firm. Seller agrees to pay all reasonable  
116 attorney's fees together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's  
117 obligations to pay compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and  
118 equitable and neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

119 **E. Buyer Breach or Failure to Close.** Seller and Firm hereby agree that in the event of a failure of buyer to close under  
120 an enforceable contract, actual compensation earned by the Firm would be extremely difficult or impractical to  
121 ascertain. Accordingly, the parties agree that Firm shall be entitled to collect fifty percent (50%) of any Earnest  
122 Money/Trust Money remitted to Seller up to the amount of compensation that would have been earned had the contract  
123 closed, which the parties agree is a reasonable sum considering all of the circumstances existing as of the date of this  
124 Agreement. The parties agree that said amount does not constitute a penalty. Moreover, such partial compensation  
125 shall be credited against any future compensation due under this Listing Agreement or any extensions thereof.  
126 Notwithstanding the foregoing, if the Seller prevails in a specific performance lawsuit then the Firm shall be entitled  
127 to full compensation as outlined herein. The parties hereby agree that all remedies are fair and equitable and neither  
128 party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

129 **6. Earnest Money/Trust Money.** Firm is authorized to accept from buyer a deposit as Earnest Money/Trust Money to be  
130 applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow or trustee account or  
131 forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or  
132 option agreement until disbursed in accordance with the terms of said agreement.

133 **7. Seller Indemnity.** Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to  
134 agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller  
135 further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting  
136 from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with  
137 the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fees for agents and  
138 Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.

139 **8. Limits on Firm's Authority and Responsibility.** Seller acknowledges and agrees that Firm: (a) may show other properties  
140 to prospective buyers who are interested in Seller's Property; (b) is not an expert with regard to matters that could be  
141 revealed through a survey, title search, or inspection of the Property; for the condition of the Property, any portion thereof,  
142 or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to the Property;  
143 for hazardous or toxic materials; for the availability and cost of utilities, septic or community amenities; for any conditions  
144 existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed;  
145 for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions  
146 involving the Property; for the appraised or future value of the Property; for termites and wood destroying organisms; for  
147 building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for  
148 matters relating to financing (Seller acknowledges that Firm (including its broker and affiliated licensees) is not an expert  
149 with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which  
150 are of concern to Seller. Seller further acknowledges that Seller has not relied upon any advice, representations or  
151 statements of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm  
152 (including its broker and affiliated licensees) involving same); (c) shall owe no duties to Seller nor have any authority to  
153 act on behalf of Seller other than what is set forth in this Agreement and those duties contained in the Tennessee Real  
154 Estate Broker License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) may make all  
155 disclosures required by law and/or the Realtors® Code of Ethics; and (e) may disclose all information about the Property  
156 to others.

157 Seller agrees to hold Firm (including its broker and affiliated licensees) harmless from any and all claims, causes of action,  
158 or damages (and shall indemnify Firm (including its broker and affiliated licensees) therefore) arising out of or relating to:

(a) Seller providing Firm incomplete and/or inaccurate information; (b) the handling of Earnest Money/Trust Money by

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159 anyone other than Firm (if such earnest money/trust money is entrusted to such person by Seller); or (c) any injury to  
160 persons on the Property and/or loss of or damage to the Property or anything contained therein.  
161 Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while  
162 marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their  
163 actions.

164 **9. Foreign Investment in Real Property Tax Act (“FIRPTA”) Disclosure.**  
165 *Seller is hereby notified to consult with Seller’s own closing attorney and tax professional concerning the applicability*  
166 *of the Foreign Investment in Real Property Tax Act (“FIRPTA”) which may require tax withholding to be collected*  
167 *from Seller at the Closing of any sale of the Property. Examples of this may include if the Seller can be classified as*  
168 *one of the following:*

- 169 *Non United States citizen;*
- 170 *Non resident alien; or*
- 171 *Foreign corporation, partnership, trust, or estate.*

172 *It is Seller’s responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

173 **10. Extension.** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract which  
174 is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for  
175 the number of days that the Property was under contract.

176 **11. Required State Law Disclosures.**

- 177 (a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or  
178 instruction unless Seller permits such disclosure in writing, by Seller’s subsequent work or conduct or such disclosure is  
179 required by law or the Realtor® Code of Ethics.
- 180 (b) Firm may not knowingly give customers false information.
- 181 (c) In the event of a conflict between Firm’s duty not to give customers false information and the duty to keep the  
182 confidences of Seller, the duty not to give customers false information shall prevail.
- 183 (d) Unless specified below in Special Stipulations, Firm has no other known agency relationships with other parties which  
184 would conflict with any interests of Seller (except that Firm may represent other buyers, sellers, landlords, and tenants in  
185 buying, selling or leasing property).

186 **12. Types of Agency.**

187 **A. Definitions**

- 188 **1. Designated Agent for the Seller.** The individual licensee that has been assigned by licensee’s Managing Broker  
189 and is working as an agent for the Seller or Property Owner in this consumer’s prospective transaction, to the  
190 exclusion of all other licensees in the company. Even if someone else in the licensee’s company represents a  
191 possible buyer for this Seller’s Property, the Designated Agent for the Seller will continue to work as an advocate  
192 for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be  
193 established without a written agency agreement.
- 194 **2. Agent for the Seller.** The licensee’s company is working as an agent for the Property Seller and owes primary  
195 loyalty to the Seller. Even if the licensee is working with a prospective buyer to locate property for sale, rent, or  
196 lease, the licensee and the company are legally bound to work in the best interests of any Property Owners  
197 whose Property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be  
198 established without a written agency agreement.
- 199 **3. Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for  
200 either party in this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a  
201 transaction but cannot be considered a representative or advocate of either party. “Transaction Broker” may be  
202 used synonymously with, or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law,  
203 any licensee or company who has not entered into a written agency agreement with either party in the transaction  
204 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 205 **4. Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific  
206 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon  
full disclosure to each party and with each party’s informed consent.

207 **B. Seller’s Authorizations:**

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## 1. Designated Agency

- a. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Firm. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated Agent for the buyer (other than the licensee below) is also associated with Firm. The Managing Broker hereby appoints John Moore or David da Ponte-Cooper to be the Designated Agent to the Seller in this transaction.
- b. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Firm. This shall be accomplished through an amendment to this Agreement, if necessary.
- c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
- d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Seller.

## 2. Seller Agency

- a. **Default to Facilitator.** Seller hereby authorizes Firm and Listing Licensee to default to Facilitator status (representing the interests of neither the Seller nor the buyer) in any Property showings, negotiations, or transactions in which the Firm may also have a representation agreement with the buyer who is also being assisted by the Listing Licensee. In such event, Agent shall immediately notify (verbally) both the buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Firm and Firm's licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- b. **Resumption of Agency Status.** In the event that Firm and Listing Licensee default to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the Firm and Listing Licensee shall immediately revert back to their status as Agent for the Seller.

13. **Agency.** Pursuant to Firm policy, Firm shall practice Designated Agency (Designated or Seller Agency – choose one) in this transaction.

## 14. Other Provisions.

- A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- B. **Time of Essence.** Time is of the essence in this Agreement.
- C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.
- D. **Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

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262 **E. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
263 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
264 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

265 **F. Party Information.**

266 Seller's address:  
267 4839 Normandy Avenue  
268 \_\_\_\_\_  
269 Memphis, TN 38117  
270 \_\_\_\_\_  
271 Email: \_\_\_\_\_

Firm's address:  
775 Ridge Lake Blvd, Ste #400 Memphis, TN 38120  
54 S Cooper St, Memphis, TN 38104  
\_\_\_\_\_  
/  
\_\_\_\_\_  
Email: john@laysongroup.com / ddaponte@yahoo.com

272 **G. Fair Housing.** Firm and affiliated Licensees shall provide services without regard to race, color, creed, religion,  
273 sex, handicap, familial status, national origin, sexual orientation, or gender identity. A request to observe  
274 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

275 **15. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of  
276 this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall  
277 control:  
278 Exhibit "A" Legal Description  
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285 **16. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
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316  (Mark box if additional pages are attached.)

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317 **LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have**  
318 **questions about it, you should review it with your attorney. Neither the Firm nor any Agent or Facilitator is authorized**  
319 **or qualified to give you any advice about the advisability or legal effect of its provisions.**

320 **NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this**  
321 **Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have**  
322 **received a copy of this Agreement.**

323 The above is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_,

324 The party(ies) below have signed and acknowledge receipt of a copy.	
325 _____	John Moore / Keller Williams Realty and David da
326 <b>BY: Broker or Licensee Authorized by Broker</b>	<b>BROKER/FIRM</b>
327 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	775 Ridge Lake Blvd, Ste #400 Memphis, TN 38120
328 <b>Date</b>	Address _____ / _____
329 <u>John Moore or David da Ponte-Cooper</u>	Phone: _____
330 Print/Type Name	Email: <u>john@laysongroup.com / ddaponte@yahoo.com</u>

331 The party(ies) below have signed and acknowledge receipt of a copy.	
332 _____	_____
333 <b>SELLER/OWNER</b>	<b>SELLER/OWNER</b>
334 By: _____	By: _____
335 Title: _____	Title: _____
336 Entity: _____	Entity: _____
337 _____	_____
338 Print/Type Name	Print/Type Name
339 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
340 <b>Date</b>	<b>Date</b>
341 <u>4839 Normandy Avenue</u> <u>Memphis</u>	_____
342 Address	Address
343 Phone: _____(H) _____(Cell)	Phone: _____(H) _____(Cell)
344 _____(W) Email: _____	_____ (W) Email: _____

*NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.*

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