

EXCLUSIVE SALE LISTING AGREEMENT (DISPOSITION)

THIS EXCLUSIVE LISTING AGREEMENT (this “Agreement”) is made for reference purposes only as of _____ (the “Execution Date”), by and between **SRC Local Markets, LLC** (“Broker”) and **Gold Pointe Investments, LLC** (“Sellers”), with reference to the following facts:

RECITALS:

A. Seller owns approximately 237.2 acres at the location known as County Parcel 131047, (the “Property”) in Grayson County TX. Seller wishes to parcel off 170 acres on the southern end and list for sale. (See Exhibit B for parcel map)

B. Broker is a real estate brokerage company. Sellers desire to engage Broker as Seller’s exclusive broker to provide brokerage services in connection with marketing the Property in an effort to secure a suitable successor through a sale of the Property (the “Disposition”) in accordance with the terms of this Agreement.

C. The parties desire to memorialize the terms and conditions on which Sellers shall pay to Broker a commission in connection with the Disposition of the Property.

AGREEMENTS:

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual understandings contained in this Agreement, and other good, valuable, and sufficient consideration, Sellers and Broker agree as follows:

1. **Engagement.** Sellers hereby grants to Broker the exclusive right to list for the Disposition of the subject Property and agrees to pay Broker a commission in accordance with the terms of this Agreement for Broker’s real estate services in the event that a satisfactory Disposition to Sellers is consummated on the subject Property.

2. **Term.** Broker shall have the right to list the subject Property commencing as of the Execution Date and expiring on 10/31/2026 (the “Listing Period”). Thereafter, if neither party elects to formally terminate this Agreement upon notice to the other party, it shall automatically extend on a month-to-month basis terminable by either party upon no less than thirty (30) days’ advance written notice to the other party.

3. **Brokerage Commission.** Sellers agree to pay Broker a commission at the time of sale of the Property in the amount determined in accordance with Exhibit “A” (Commission Schedule) attached hereto and incorporated herein by this reference, provided (a) a buyer is procured who is ready, willing and able to buy said Property on such terms as are agreeable to Sellers as set forth in writing and signed by Sellers, whether procured by Broker, by Sellers or by or through any other person, or (b) if the Property is sold by Broker, by Sellers or by or through any other person during the Listing Period as may be extended pursuant to the terms of this Agreement), or (c) if, within ninety (90) days after the termination of this Agreement or any extension thereof, the Property is sold, or a sale is entered into, or negotiations commence and continue leading to the sale of said Property to any buyer, or anyone on behalf thereof, to whom Broker has submitted the Property prior to the termination of this Agreement and whose name appears on any list which Broker shall have mailed or electronically transmitted to Sellers at the address stated below in Section 23 hereof at any time within thirty (30) days immediately following the termination of this Agreement, provided, however, if Broker has submitted a written offer then it shall not be necessary to include the offeror’s name on said list.

4. **Other Compensation.** If Seller collects earnest money from a buyer who breaches a contract for the sale of the Property entered into regarding this Exclusive Sale Listing Agreement, Seller will pay Broker an amount equal to one-half of the amount of earnest money collected. Any amount paid under this Paragraph 4 is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

5. **Scope of Brokerage Services.**

a. Advertising and Marketing. Broker shall use best efforts and diligently advertise and market the subject Property as reasonable for a project of this size and type designed to consummate the Disposition of the Property as promptly as possible but also to obtain the maximum consideration for such Disposition. Broker shall coordinate the development and implementation of a marketing plan, approved by Sellers. Broker shall be responsible for costs associated with advertising and marketing of the subject Property. Broker shall exercise diligent efforts in promoting the Property's availability and shall, to the extent deemed reasonably necessary, work with the Sellers in securing a prospective purchaser desirous of acquiring the Property from Sellers.

b. Pricing. Broker shall recommend pricing for the Disposition. In general, the parties agree the initial listing price shall be \$17,000,000 (\$100,000/acre) for the first ninety (90) days of the term. After that time the parties agree to revisit the pricing on a monthly basis.

c. Proposals. As necessary, Broker shall prepare, analyze and negotiate proposals and offers in connection with the proposed Disposition.

d. Financial Analysis. Broker shall perform financial analysis, as necessary, in connection with a proposed Disposition. Additionally, upon Seller's reasonable request (which in any event shall be no more frequently than twice in any consecutive twelve-month period) Broker shall provide Sellers with an updated "broker opinion of value" ("BOV") denoting the then current market value of the Property.

e. Documentation. Broker shall assemble all offers and proposed terms for the Disposition documentation. All purchase agreements and terms are subject to the approval of Sellers.

6. Reports. No less than once a month, Broker will provide Sellers a written status report to be transmitted by fax or email. Such status reports shall describe the market overview and activity with respect to the subject Property, including without limitation, all showings and inquiries.

7. Acceptable Purchaser. Sellers reserve the right to determine (with or without cause) if the potential purchaser, as the case may be, is acceptable to Sellers.

8. Independent Contractor. Broker is and shall remain at all times an independent contractor. It shall be the sole responsibility of Broker to pay any of its employees and agents who participate in any way in the marketing and listing of the subject Property.

9. Assignment. Broker may not assign or otherwise transfer its rights or delegate its duties under this Agreement. Sellers shall have the right to assign, convey or otherwise transfer its rights, title and interest and obligations under this Agreement to any entity controlled by, controlling or under common control of Sellers, or any entity into which Sellers may be merged or otherwise takes an interest in the subject Property. In the event of this assignment, conveyance or otherwise transference, Sellers agree to give written notice to Broker within 10 days of said event.

10. Cancellation Rights.

a. Seller Right to Cancel. This Agreement may be terminated by Sellers, for cause, by giving written notice to Broker stating the reason for termination. Broker shall have ten (10) days to cure the situation if possible. If the problem is not curable, the Agreement shall terminate. Pursuant to Section 3, Broker shall provide Sellers a list of prospects with whom Broker is working. Additionally, should any prospect so identified consummate a Disposition of the Property within six months (6) months following termination of this Agreement, Sellers shall pay a commission to Broker's Local Representative on that transaction per the terms of this Agreement.

b. Broker Right to Cancel. This agreement may be terminated by Broker, for cause, by giving written notice to Sellers stating the reason for termination. Seller shall have ten (10) days to cure the situation if possible. If the problem is not curable, the Agreement shall terminate. Pursuant to Section 3, Broker shall provide Sellers a list of prospects with whom Broker is working. Additionally, should any prospect so identified consummate a Disposition of the Property within six months (6) months following termination of this Agreement, Sellers shall pay a commission to Broker's Local Representative on that transaction per the terms of this Agreement.

11. Liability. Broker agrees to indemnify, defend and hold Sellers and its agents, employees, independent contractors and salespersons from and against any and all claims, liabilities, injuries, damages, costs and expenses, including without limitation, reasonable attorney's and other fees, arising in any manner whatsoever in any event of or claim for injuries or damages to persons or property as a result of Broker's breach of any term or condition contained in this Agreement. Sellers shall indemnify, protect, defend and hold harmless Broker and its agents from all claims, demands, liabilities and costs arising out of or resulting from (i) the failure by Sellers to make any payment required to be made under this Agreement; or (ii) any incorrect information supplied by Sellers, or from any material fact known by Sellers concerning the Property which Sellers fails to disclose. However, the foregoing indemnity shall not apply with respect to an indemnified party to the extent it is determined that the claim was caused by the negligence or willful misconduct of the party to be indemnified.

ADDITIONAL PROVISIONS:

12. Time. Time is of the essence in this Agreement.

13. Non-Discrimination. It is understood that it is illegal for either Sellers or Broker to refuse to display or market the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.

14. Agreement Binding on Successors. It is agreed that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and permitted assigns of Sellers and Broker.

15. Severability. In the event that any provision or any part of any provision of this Agreement shall be void or unenforceable for any reason whatsoever, then such provision shall be stricken and shall be of no force and effect. The remaining provisions of the Agreement, however, shall continue in full force and effect and, to the extent required, shall be modified to preserve their validity.

16. Conflicts. In the event that Sellers and Broker become involved in a dispute arising from the enforcement of obligations under this Agreement, the substantially prevailing party will be entitled to reasonable costs and attorney's fees in any legal action incurred in connection therewith.

17. Entire Agreement. This Agreement and the attached Exhibit(s) (which are incorporated herein by reference) contain the entire understanding between the parties and supersede any prior written or oral agreements between them regarding the same subject matter.

18. Modifications. This Agreement may only be amended, changed or modified and any provisions hereof may only be waived by a writing signed by the party against whom enforcement of any waiver, change or modification is sought. This Agreement may be amended only in writing by mutual consent of the parties.

19. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement which shall be binding upon all the parties hereto notwithstanding that all of the parties hereto are not signatory to the original or the same counterpart.

20. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instructions and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated by this Agreement.

21. Warranty of Authority. Each party whose signature is affixed hereto in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his or her signature is affixed.

22. Intermediary Representation. Sellers acknowledge that Broker may represent potential purchasers and may consent in writing to such dual representation upon disclosure to Sellers by Broker on a case by case basis. As a

real estate broker who acts as an intermediary in a transaction, Broker (i) shall treat parties honestly; (ii) may not disclose that the Sellers will accept a purchase offer less than the asking purchase offer, unless authorized in writing to do so by the Sellers; (iii) may not disclose that the Sellers will pay a commission greater than the proposed consideration submitted unless authorized in writing to do so by the Sellers; and (iv) may not disclose any confidential information or any information that a party specifically instructs Broker in writing not to disclose unless authorized in writing to disclose the information or is required to do so by law or act of court order or if the information becomes a part of the public domain through no action by Broker.

23. Notices. All notices required or permitted under this Agreement or otherwise given between Broker and Sellers shall be in writing and shall be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) by e-mail; or (3) sent postage prepaid by certified mail, return receipt requested, or by express courier service (such as Federal Express, DHL or UPS).

Notices to Broker shall be delivered to:

Mr. Clinton Dansby (cdansby@srconpoint.com)
SRC Local Markets, LLC
100 Crescent Court, 7th Floor
Dallas, Texas 75201

Notices to Seller shall be delivered to:

Dr. Murali Veeramachaneni (mv7322@gmail.com)
Gold Pointe Investments, LLC
6301 Shady Brook Drive
Amarillo, TX. 79124

All notices shall be effective upon delivery or the third business day following posting, whichever occurs first. Either party may change its notice address upon written notice to the other party.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Agreement have set their hands to this Listing Agreement on the date(s) set forth below.

“SELLER:”

Gold Pointe Investments, LLC

By: _____

Name: _____

Title: Managing Member

Date: _____

“BROKER:”

SRC Local Markets, LLC

By: _____

Name: Clinton Dansby

Title: President

Date: _____

EXHIBIT "A"

COMMISSION SCHEDULE

Payment Amounts:

- (a) For a direct sales transaction, without the assistance of an outside agent ("Outside Agent") acting as the representative of the Sellers, Broker will be paid a commission of six percent (6%) of the gross sales price (the "Sales Price") to be collected by Sellers on or about the date of conveyance of the Property by Seller.
- (b) For a co-brokered transaction, Broker will be paid a commission of six percent (6%) of the Sales Price to be collected by Sellers on or about the date of conveyance of the Property by Seller. Broker shall be responsible for providing a separate written commission agreement to the Outside Agent acting as the representative of the Purchaser and offer to pay the Outside Agent a portion of the commission received by Broker from Seller, in the amount, terms, and conditions to be solely determined by the Broker.

EXHIBIT "B"

PARCEL MAP

approx. 170 acres of the southern portion of the subject property is outlined in RED below:

