

## EXCLUSIVE-RIGHT-TO-SELL LISTING AGREEMENT

The undersigned Owner grants to American Forest Management, Inc. ("Broker") as Owner's agent the sole and exclusive right to sell the real property hereinafter described (the "Property") at the price hereinafter specified for a term expiring at 11:59 p.m. on August 10<sup>th</sup>, 2009. Owner warrants that Owner has good, marketable, fee simple title to the Property and the right to sell the same.

Owner will pay Broker a commission equal to 6 % of the total consideration that Owner receives or is entitled to receive for the sale of any portion of the Property if (1) during the term of this agreement, Broker procures a buyer who is ready, willing and able to purchase the Property and presents to the Owner a valid and bonafide written offer to purchase the property for the price and terms specified below, (2) during the term of this agreement, Owner sells, or enters into an enforceable contract to sell, any portion of the Property, directly or indirectly, to any person whomsoever, regardless of whether Broker was the procuring cause of the sale, or (3) within six months after the expiration of the term of this agreement, Owner sells, or enters into an enforceable contract to sell, any portion of the Property, directly or indirectly, to any person with whom Broker initiated contact or negotiated for the sale of the Property during the term of this agreement. Also Broker will disclose to Owner on a monthly basis the name and the address of each person with whom Broker has initiated contact or negotiated for the sale of the Property during the term of this agreement. The fee will be due to the Broker not later than the closing date called for in any contract to sell the property or any extension thereof. Owner agrees to pay all costs, including reasonable attorney's fees, should legal counsel be employed by Broker to enforce payment of the fee, whether suits be brought or not.

Any transfer or exchange of the title to any portion of the Property for value. The term of this agreement will be deemed to include any extension or renewal term on which Owner and Broker mutually agree.

Should a deposit of earnest money be forfeited, American Forest Management, Inc will retain \$5,000.00 ( Five Thousand Dollars) the remaining balance will go to the undersigned Owner. Should Broker incur any costs, including attorney's fees, as a result of the release of any earnest money deposit to the Owner, Owner will reimburse Broker for such costs.

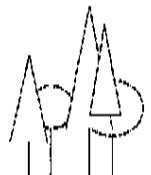
**Description of the Property:**State: TN County: Blount Tax Map No.: 068-48.000Plat Reference: Lot 1R Map File 2400AAdditional Description: 114 Dotson Memorial Rd. Maryville, TN.

Owner agrees to inform Broker of any inquiries or negotiations concerning the sale of the property.

Owner agrees to furnish Broker with complete and reliable information about the ownership and operation of the property and any encumbrances or liens affecting the property. Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed the information on the profile sheet attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner.

Owner hereby authorizes anyone having a lien against the property to disclose complete information about the lien to Broker.

Price: \$ 1,625,000.00, or such lesser price as Owner may accept.

Other terms: See Exhibit "A"

*(Owner must initial all applicable choices.)*

☒ Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Agency

Owner acknowledges that after entering into this written agency contract, agent might request a modification in order to act as a **dual agent** or a **designated agent** in a specific transaction. If asked:

☐ Permission to act as a **dual agent** will not be considered.

☒ Permission to act as a **dual agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Dual Agency Agreement**.

☐ Permission to act as a **designated agent** will not be considered.

☒ Permission to act as a **designated agent** may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written **Designated Agency Agreement**.

☒ Permission is given to list the property for sale on the Multiple Listing Service after an initial exclusive AFM marketing campaign of 5 days.

☒ Permission is given to Agent to place real estate signs on the property.



IN WITNESS WHEREOF, Owner has executed this agreement on the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

OWNER

by \_\_\_\_\_

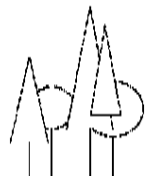
\_\_\_\_\_  
Owner(s) (Print Name)

Broker accepts the foregoing appointment and agrees to make a  
good-faith effort to obtain a buyer for the Property.

AMERICAN FOREST MANAGEMENT, INC.

by Stuart Steele

STUART STEELE  
Broker (Print Name)



**Exhibit A (other terms)**

The property of the Owner that is offered for sale under this Listing Agreement shall be offered with the provision that certain uses of the property would be prohibited by any potential buyer, which will be restrictive covenants and stated as such on any deed for the property as follows:

1. No business shall be allowed on the property which conducts a State or Federal credit union.
2. No business shall be allowed on the property engaged in the sale of alcoholic beverages, which conducts the sale of said beverages as its principal business.

Furthermore, the listing contract will be subject to the provision that any contract of sale be subject to the approval of the Owner as to any proposed business use.

## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

114 DOTSON MEMORIAL RD, MARVILLLE, TN.  
PROPERTY ADDRESS

ONE of the Following Options MUST be Completed by the Licensee:

### OPTION I (for Listing Licensee)

STUART STEELE  
LICENSEE NAME

in this consumer's current or prospective transaction, is serving as:

- ☐ Transaction Broker or Facilitator  
(not an agent for either party).
- ☒ Agent for the Seller.
- ☐ Disclosed Dual Agent (for both parties),  
with the consent of both the Buyer and the Seller in  
this transaction.
- ☐ Designated Agent for the Seller.

### OPTION II (for Selling Licensee)

\_\_\_\_\_  
LICENSEE NAME

in this consumer's current or prospective transaction, is serving as:

- ☐ Transaction Broker or Facilitator  
(not an agent for either party).
- ☐ Agent or Subagent for the Seller.
- ☐ Agent for the Buyer.
- ☐ Disclosed Dual Agent (for both parties),  
with the consent of both the Buyer and the Seller in  
this transaction.
- ☐ Designated Agent for the Seller.
- ☐ Designated Agent for the Buyer.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of T.C.A. 62-13-312 must be filed within the applicable statute of limitations for such violation set out in T.C.A. 62-13-313(e) with the Tennessee Real Estate Commission, 500 James Robertson Parkway, Suite 180, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.

Acknowledgment of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

<b>X</b> Seller Signature _____	Date _____
Seller Signature _____	Date _____

Buyer Signature _____	Date _____
Buyer Signature _____	Date _____

<u>Stuart Steele</u> Listing Licensee	<u>2-10-09</u> Date
<u>AFM REAL ESTATE</u> Listing Company	

Selling Licensee _____	Date _____
Selling Company _____	

NOTE: This form is provided by TAR 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 content 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 TAR logo in conjunction with any form other than standardized forms created by TAR 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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File - Confirmation of Agency Status

Modified 7/20/2006