

Business Only Exclusive Listing Agreement

PARTIES: The parties to this agreement are _____ (Owner/Operator) and D.K. Willhite (Broker). In consideration of services to be performed by Broker, Owner/Operator appoints Broker as Owner's sole and exclusive agent and grants to Broker the irrevocable and exclusive right to sell the Business for the price and on terms described below.

Owner agrees _____ or does not agree _____ to have business marketed on the M & W Realty website.

Business, doing business as: _____ in the City of _____, _____, County, Texas, located at _____.

Price: _____ plus inventory to be determined.

The property/business owner agrees that if M & W Realty procures a ready, willing, and able Buyer or Tenant, owner will pay M & W Realty a commission of \$10,000 or a percentage described as follows, whichever is more. The commission will be _____ percent (____%) of the property/business sale price or if a lease be _____ percent (____%) of the gross rent for the first _____ years and _____ percent (____%) of the gross rent for each year thereafter.

This Listing Authorization is executed this _____ day of _____, 20____, and shall terminate at 11:59 p.m. on the _____ day of _____, 20____. However, if on the termination date there is a pending contract between Owner and a prospective buyer, this Listing Agreement shall continue in effect until the earlier of either: (a) the transaction has closed and funded; or (b) the transaction has otherwise terminated.

The undersigned represents the subject property that is owned by a corporation, partnership, or the undersigned individual and that the undersigned is duly authorized to enter into this agreement on their behalf.

AUTHORIZED AND ACCEPTED BY:

D. K. Willhite 0468414
Broker Tx License #

Owner

By: _____

By: _____

Signature: _____

Signature: _____