

**George Clift Enterprises, Inc.
dba Eslabon Properties**

EXCLUSIVE LISTING AGREEMENT

PARTIES: _____ hereinafter referred to as “Owner”, hereby gives and grants George Clift Enterprises, Inc. dba Eslabon Properties, hereinafter referred to as “Broker”, the Exclusive Right to Sell the real and/or personal property described below or described in Exhibit A. All real and personal property listed by this agreement is hereinafter referred to as the “Property”.

TIME: This agreement shall be in effect for a period of time beginning on the effective date of this contract and continuing uninterrupted for _____ months.

REPRESENTATIONS: Owner represents to Broker that Owner has marketable title to the Property, and that Owner has full right, power, and authority to sell and convey the same. Owner represents that there are no liens, assessments, unsatisfied tax liens, judgements, Uniform Commercial Code or other security interests encumbering the Property that cannot be satisfied from the sale proceeds due Owner at closing. Owner represents there are no loans in default or loans contemplated to be in default and that there are no pending condemnation proceedings. Owner represents that there are no surface (farming or grazing) leases burdening the Property that cannot be terminated by sale and that there are no purchase options or prior purchase rights held by third parties. Owner represents that the Property is not currently being used and to Owner’s knowledge has never been used for the storage or disposal of any hazardous or toxic waste, or as a dump site, and the property is not currently being used and to Owner’s knowledge has never been used in a manner that is contradictory to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or to any regulation of any commission or act of the State of _____. Owner further represents that any information furnished by Owner to Broker is true and correct to the best of Owner’s knowledge and may be relied upon by Broker and any Buyer. Any misrepresentation shall be deemed a breach of contract. Any exceptions to these representations shall be listed as Reservations below.

PROPERTY DESCRIPTION:

RESERVATIONS INCLUDING MINERALS, LEASES, OR OTHER:

LISTING PRICE: _____ \$ ____ / Head or Acre

TITLE: Upon the signing of a contract to convey the Property, Owner agrees to furnish Buyer complete abstracts of title certified to contract date or title insurance showing title to the Property to be good and indefeasible. An attorney representing the Buyer may examine the abstracts or title insurance commitment. Conveyance shall be by General Warranty Deed.

LISTING FEE: Owner agrees to pay Broker at Amarillo, Potter County, Texas, a Listing Fee of _____. The Listing Fee is payable immediately upon the completion of a Book ("Book") suitable for distribution to potential Buyers and/or upon the completion of any relevant research or compilation of information by Broker for the purpose of marketing the property.

BROKERAGE FEE: Except as otherwise provided, Owner agrees to pay Broker at Amarillo, Potter County, Texas, a Brokerage Fee of _____% of the sales price or portion thereof accepted by Owner. Said Brokerage Fee shall be earned and payable when:

1. The sale of the property closes.
2. Owner defaults after Broker produces a ready, willing and able buyer agreeable to Owner's price and terms as stated herein or after signing by Owner and Buyer any letter, memorandum, or contract that contains agreements to convey the Property. The sale price under this clause shall be the lesser of the listing price or the sale price stated in any signed documents.
3. Buyer defaults and Owner retains any earnest money. The commission fee shall be calculated on the amount of earnest money received by the Owner.

Upon appointment by Owner and any proposed Buyer, such Escrow Agent is hereby authorized and directed to pay Broker the said Brokerage Fee either from the sale proceeds or from Earnest Money to which Owner is entitled.

PROTECTION PERIOD: Owner agrees to pay the Brokerage Fee under the same terms and conditions specified above if, within 12 months after termination of this agreement, the Property should be under contract, sold, transferred, exchanged or conveyed to; (1) any person(s) or entity to whom Broker submitted the Property and of whom Owner had actual knowledge and/or (2) any person(s) or entity to whom Broker submitted the Property and whose name shall be included on a list delivered to Owner by Broker within thirty (30) days after termination hereof or (3) any person(s) or entity who contacted Owner concerning the

sale of the Property or to whom Owner submitted the Property for sale during the term hereof and whose name Owner either refused or failed to refer to Broker. Owner agrees to refer all prospective buyers to Broker and agrees not to negotiate with such prospective buyers.

COUNSEL: Owner will use separate legal counsel at its discretion and cost for the preparation of an Asset Purchase Agreement or other closing documents and for the recording of any real estate or other property titles or transfers.

GENERAL: Owner agrees to make such general repairs to the premises as is deemed necessary to present the Property in saleable condition. Owner hereby authorizes any governmental agency or lending institution that has an interest in the Property to make available to any representative of Broker any information that any such agency or institution has at its disposal. Owner will provide Broker with any relevant information needed for the preparation of a Book or for the successful evaluation of the best possible strategy for selling the Property.

BROKERAGE OBLIGATIONS: Broker agrees to make every reasonable effort to procure a buyer for the Property. Owner agrees that Broker shall have the discretion to market the Property in whatever manner or means that Broker deems appropriate and within the terms of this agreement. Broker, at its sole discretion, has full authority to enter into or not enter into co-brokerage arrangements with other brokers or their salespersons. When a letter, memorandum or contract that contains agreements to convey the Property has been signed by all parties, Broker shall be relieved of any further obligation to present offers to Owner.

BOOK: At a time determined by mutual agreement between Broker and Owner, Broker shall prepare a Book for distribution to interested parties including information regarding the major assets included in the Property including real and personal property, a list of any assets situated at the Property which are to be retained by Owner, information regarding bunk length, pen capacities, the production status and capacities of water systems, status of environmental permits, feed mill operations and capacities, major feed or other inventories located on or off site, technology assets, employee status, utility information, limited financial information, and photos of significant assets. The Book will be presented to Owner for approval prior to being distributed.

CONFIDENTIALITY: Broker will / will not perform its consulting role in a confidential manner and will / will not enter into a valid Confidentiality Agreement with interested parties prior to distributing the Book or other information provided by Owner.

BROKERAGE COSTS: Broker is responsible for timely payment of any costs related to the production of a Book, including drafting, copying, and distribution, and any travel or communications costs Broker incurs specific to the sale of the property.

ENTIRE AGREEMENT: This Agreement is the entire agreement of the Parties regarding the Property and may not be changed except by written agreement signed by the Parties.

EFFECT OF PARTIAL INVALIDITY: The invalidity or unenforceability of any term or provision of this Agreement in no way impairs or affects the validity or enforceability of any other part of this Agreement, which remains in full force and effect.

GOVERNING LAW: The interpretation, validity, performance, and enforcement of this Agreement are governed by Texas law.

MEDIATION: Should any dispute arise out of the terms of this Agreement, the Parties shall submit the dispute to a mutually agreeable mediator and share the costs of such mediation equally.

ATTORNEY'S FEES: If either Party employs an attorney to enforce or interpret the provisions of this Agreement the prevailing party in any court litigation shall be entitled to be awarded reasonable attorney's fees and costs.

NOTICES: Notices under this Agreement will be sent to the Parties at the addresses listed below.

COUNTERPARTS: If there is more than one owner, this agreement may be executed in multiple counterparts, any one of which will be deemed to be an original. Each of the owners may sign separate counterparts, however, any and/or all counterparts when taken together will constitute but one agreement.

SIGNATURE BY FACSIMILE: This contract is deemed fully executed by all parties if it bears the signatures of all parties. A FAX of the signature of a party will be binding on the signing party and delivery of this contract by FAX will constitute delivery of this contract for all-purposes and will thus be binding on the party sending the FAX.

SPECIAL PROVISIONS: All usable feed, medicine, hospital or other supplies, fuel and other inventory items will be sold to buyer under terms negotiated separately and the value of these inventory items will not be included for calculating Brokers commission.

This agreement shall be binding on the parties hereto, their heirs, their assigns, legal representatives and successors.

Executed in multiple originals and dated the _____ day of _____ 20____.

George Clift Enterprises, Inc. _____
dba Eslabon Properties _____
George Clift - Texas Broker Lic. #0458389 Owner

Kansas Broker Lic. #BR00222176
3430 I-40 West
Amarillo, Texas 79102

By: _____
Agent

Office: 806-463-3371
Mobile: 806-674-7211
Fax: 806-463-3328
Email: rb@eslabonlp.com

Address

By: _____

Title

Office: _____
Mobile: _____
Fax: _____
Email: _____