

## Exclusive Listing Agreement - Property Rights Interests for Sale or Lease

This Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“\_\_\_\_\_”), on \_\_\_\_\_ (“Effective Date”).

### Background

The following are made to aid in the understanding and interpretation of this Agreement and shall be deemed a substantive part of this Agreement and not merely recitals.

- A. Property Rights Interests. Owner claims to own interests in property rights or resources (“Property Rights Interests”) in the lands described in Exhibit A. Owner acknowledges that said Property Rights Interests are not currently subject to an agreement to sell, lease, transfer or convey which would encumber or otherwise burden the Property Rights Interests subject to this Agreement.

Property Rights Interests shall include (check all that apply):

- Mineral Rights
  - Oil and Gas
  - Other Minerals
- Water Rights
  - Surface Water
  - Underground Water
- Surface Rights
  - Wind Energy
  - Solar Energy
  - Energy Storage
  - Carbon Credits

- B. Purpose(s). Owner seeks to enter into this Agreement for the purpose of having \_\_\_\_\_ assist in the sale, lease, or other transactions involving all or part of said Property Rights Interests to a Buyer (“Buyer”).

- C. Broker. Owner, at Owner’s sole discretion, may elect to work with a broker or a representative of Owner’s Property Rights Interests (“Broker”). Owner may ask the Broker to manage Owner’s listing, marketing, negotiations, closing, and to work directly with \_\_\_\_\_.

## Terms of Agreement

In consideration of the covenants set forth herein and the mutual benefits to be derived by the parties ("Parties") to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and \_\_\_\_\_ do hereby agree as follows:

1. Acceptance and Execution of Documents. Owner has sole authority to accept or decline deal terms from potential Buyers and sign agreements. Once Owner has accepted an offer, Owner agrees to execute all documents required to complete the anticipated transaction that was agreed to by Owner. On or before 5 days following the final execution of said documents, Owner also agrees to provide \_\_\_\_\_ with a copy of all documents associated with the transaction, to include proof and evidence of compensation received.
2. Term. The term of this Agreement shall be 12 months from the Effective Date ("Term"). The Term may be extended as provided in paragraph "Term Extension" and " \_\_\_\_\_ Service Fees" below.
3. Exclusivity. Owner enters into this Agreement and hereby gives \_\_\_\_\_ the exclusive right and authority to negotiate on Owner's behalf or assist the Owner in any negotiations, and represent Owner for the purposes defined in paragraph B above. \_\_\_\_\_ might elect, in its sole discretion at any time, with Owner's permission, to indirectly negotiate through Owner's attorney, if any and available, by providing to Owner's attorney all the necessary information to secure the best terms for Owner.
4. Third Party. During the Term, Owner shall not sell, lease, sign an option to sell or lease, or otherwise encumber the Property Rights Interests except as provided herein. During \_\_\_\_\_'s marketing of the Property Rights Interests (on its global reach website, in person, via email campaigns, social media campaigns, at conferences, and more), Owner might receive direct offers or solicitations that will be a result of \_\_\_\_\_'s investments and marketing efforts. During the Term, Owner shall notify \_\_\_\_\_ of all offers, notifications or solicitations received regarding the Property Rights Interests. Said notice to \_\_\_\_\_ must be made within 5 days after receipt of an offer, notification or solicitation. Offers, notices or solicitations shall include but not be limited to written or verbal offers to buy, offers to lease, offers to grant an option

to lease, notice of well permits, requests to survey and requests to cross Owners property to survey.

5. Term Extension. If, during the Term, a Buyer submits a written or verbal Offer to Owner, Agent, or \_\_\_\_\_ directly or indirectly for all or a portion of the Property Rights Interests, the Term shall be extended by an additional 6 months.

6. Services. Services to Owner or Owner's Broker are:

- a. \_\_\_\_\_ shall list the Property Rights Interests on \_\_\_\_\_ marketplace and platform;
- b. \_\_\_\_\_ shall offer the platform support for Owner or Owner's Broker to upload relevant documents and marketing material provided;
- c. \_\_\_\_\_ shall offer the platform support to route potential Buyer inquiries, questions, or offers to the Owner or Owner's Broker;
- d. \_\_\_\_\_ may market the Property Rights Interests through any available publication or service, including listing the Property Rights Interests through any auction or sealed bid service on \_\_\_\_\_ website; and
- e. Property Rights Interests may be marketed with other Property Rights Interests owned by third parties in order to maximize Purchase Price and provide additional exposure to the Property Rights Interests.
- f. \_\_\_\_\_ may provide assistance to facilitate the closing; \_\_\_\_\_, at its discretion, may provide to Owner or Owner's Broker the following additional services:
- g. \_\_\_\_\_ may assist with the accumulation and organization of data and information relating to the Property Rights Interests to ready the Property Rights Interests to be valued and marketed;
- h. \_\_\_\_\_ may provide economic valuations and resources reports concerning the Property Rights Interests ("Valuations");
- i. \_\_\_\_\_ may prepare and present Valuations, reports, data and information to potential purchasers, agents or third parties;
- j. \_\_\_\_\_ may use reasonable efforts to actively market the Property Rights Interests during the Term;
- k. \_\_\_\_\_ may provide assistance in the review of any title work;

7. Service Fees. Any and all cash consideration paid to the Owner by a Buyer shall be referred to as the Consideration. If within the Term, Owner and a Buyer close on the anticipated transaction of all or a portion of the Property Rights Interests, Owner shall pay \_\_\_\_\_ a Service Fees equal to \_\_\_\_\_% of the total

Consideration received at closing. The Service Fees owed to \_\_\_\_\_ shall be paid to \_\_\_\_\_ within 10 days following receipt of the Consideration paid to the Owner.

If the Consideration includes future payments made to the Owner that extend beyond the Term of this Agreement, Owner shall owe and agrees to pay \_\_\_\_\_ additional Service Fees calculated using the same Service Fee % provide above as calculated for the closing of the original transaction contemplated herein. In the case of the Owner leasing the Property Rights Interests to a Buyer, royalty payments on the lease shall not be subject to a Service Fee for Property Rights Interests related to oil and gas mineral rights, but shall be included for all other Property Rights Interests. This obligation on the part of Owner shall survive the Term of this Agreement and shall extend to any successor or assigns of Buyer.

Owner agrees that in the event \_\_\_\_\_ desires to establish an escrow account for receipt of Gross Consideration, Owner shall direct Buyer to deposit all considerations into said escrow account or directly into \_\_\_\_\_ account. Funds shall then be distributed to the Owner and \_\_\_\_\_.

Notwithstanding any language contained herein to the contrary, at the election of \_\_\_\_\_, Owner agrees that closing documents or other contracts related to transactions contemplated herein, will require that the Buyer, on behalf of the Owner, pay any and all current and future Service Fees directly to \_\_\_\_\_.

If Owner sells or leases only part of Property Rights Interests to a Buyer, Owner agrees to pay \_\_\_\_\_ the Service Fee for the sale of all or a portion of the remaining Property Rights Interests sold or leased within 12 months after the first closing.

If within 12 months after the termination of this Agreement, Owner conveys, exchanges or options the Property Rights Interest to anyone as a result of \_\_\_\_\_'s efforts or advertising, Owner shall pay \_\_\_\_\_ the Service Fees. \_\_\_\_\_ will provide the Owner with a list of prospective Buyers identified during the term of this Agreement.

8. Transfer. \_\_\_\_\_ has the right to transfer this Agreement to a real estate agent. Owner may sign a new listing agreement with a real estate agent licensed

with \_\_\_\_\_, in which case the new listing agreement would supersede this Agreement.

9. Termination Without a Buyer. If \_\_\_\_\_ does not secure a Buyer before the end of the Term, this Agreement shall terminate unless extended by written agreement of both Parties, except as expressly provided for herein. Neither party will owe the other any funds, including penalties or damages.
  
10. Termination By Owner. If Owner terminates or breaches this Agreement and sells all or a portion of the Property Rights Interests to a third party within the Term, Owner shall owe to \_\_\_\_\_ the Service Fees.
  
11. Termination by \_\_\_\_\_. \_\_\_\_\_ has the authority to terminate this Agreement in its sole discretion at any time. Neither party will owe the other any funds, including penalties or damages.
  
12. Consent and Release. Owner gives permission to \_\_\_\_\_ to use any documents provided by Owner in \_\_\_\_\_'s communication with potential Buyers, in publications, advertising, website or other media activities (including social media and the internet). The documents provided by Owner can be, but are not limited to, deeds, lease agreements, surface use agreements, offers to lease, offers to purchase, legal descriptions, authorization for expenditures, joint interest billing statements, joint venture agreements, trust documents and inheritance documents. Owner gives permission without expectation of compensation or other remuneration, now or in the future. Owner understands that this consent is perpetual, that it may not be revoked, and that it is binding on Owner's heirs, successors and assigns, even after this Agreement has terminated or expired.
  
13. Indemnity. Owner shall defend, indemnify and hold harmless \_\_\_\_\_ and its officers, directors, employees, contractors, agents, successors and permitted assigns (each, a "Company Indemnitee") from and against all Losses (defined below) arising out of or resulting from any claim, suit, action, proceeding or government order or prosecution, arising out of or relating to each Company Indemnitee's actions pursuant to this Agreement, except any Losses resulting from the gross negligence or willful misconduct of a Company Indemnitee. "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including

reasonable legal fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

14. Authority. The undersigned represent and warrant that they have authority and legal capacity to execute this Agreement on behalf of their respective Parties.
15. Legal Counsel. By signing this Agreement, Owner acknowledges that this Agreement has important legal consequences and represents that Owner has had sufficient opportunity to obtain and rely on the advice of counsel.
16. Benefits. Nothing in this Agreement shall be deemed to inure to the benefit of any other person other than Owner and \_\_\_\_\_.
17. Laws. Owner agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.
18. Arbitration. Should any claims be brought against \_\_\_\_\_ related to this Agreement, they shall be brought in arbitration in any entirety within Colorado.
19. Severability. To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. Execution. This Agreement may be executed in counterparts and may be executed by way of electronic signature, signed fax copy or a signed pdf copy, any of which shall be deemed an original. Copies taken together shall be deemed to be a full and complete contract between the parties.
21. Binding. This Agreement is binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns.
22. Amendments. Any modification of or amendment to this Agreement must be in writing signed by both parties.
23. Entire Agreement. This Agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or written, have been integrated and merged into this Agreement.

**OWNER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home phone: \_\_\_\_\_  
Cell phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A: