

TERMINATION AND RELEASE AGREEMENT
(Listing Agreement)

THIS TERMINATION AND RELEASE AGREEMENT is made among the undersigned Seller(s), and Broker(s) dated of ___ Day of _____ 2008

WHEREAS, the undersigned Seller(s), and Broker(s) are parties to a Listing Agreement with an acceptance date of ___ Day of _____ 2008 relating to real property located at: _____ (the "Property"); and

WHEREAS, the parties wish to terminate the Agreement upon the terms hereinafter set forth.

NOW THEREFORE, for and in consideration of the payment of one dollar (\$1.00) each to the other, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

1. Seller(s) and Broker(s), and their heirs, executors, successors, assigns, directors, managers, officers, agents and employees, of and from any and all claims, demands, causes of action, suits, sums of money, damages and judgments whatsoever, in law and in equity, whether known or unknown, which they now have, ever had or may have in the future against each other, or their respective heirs, executors, successors, assigns, directors, managers, officers, agents and employees arising out of or related to the Agreement, except for provisions in the Agreement which specifically survive the termination of the Agreement.

2. Broker(s) hereby release and forever discharge Seller(s) from any real estate commission or compensation claims they may have arising out of the Agreement or a separate commission agreement related to the Agreement; Broker earn its commission in the event Seller(s) sell, exchange or convey any legal or equitable interest in the Property to the attached list of Purchaser(s) which has signed the Buyers Confidentiality agreement at the time of showing the subject property or if Seller contributes or conveys the Property, or a portion of the Property, to a partnership, limited liability company, joint venture or other business entity of which the Purchaser(s) has an ownership interest or if Owner is a corporation, limited liability company, partnership or other business entity and an interest in such corporation, company, partnership or other business entity is transferred, whether by merger, purchase or otherwise, in lieu of a sale of the Property to attached Purchaser(s) within 90 days of the date that this Termination and Release Agreement is signed by all parties.

IN WITNESS 'WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

SELLER: _____

BROKER: _____

By: _____ (Seal)

By: _____ (Seal)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agent License # (s): _____

Firm License #: _____