

WHEREAS, the undersigned Owner and Mokha Real Estate, (hereinafter "Broker" have heretofore executed a listing agreement (hereinafter "Listing") dated \_\_\_\_\_ 20\_\_\_\_\_, for the listing of Owner's property described as \_\_\_\_\_ (the "Property") and; WHEREAS, Owner is desirous of terminating the Listing and withdrawing the Property from the market prior to the expiration of said Listing, and Broker is willing to allow the early termination of the Listing under the terms and conditions provided herein. NOW THEREFORE, Broker and Owner hereby agree as follows:

1. Except as otherwise provided herein, upon execution of this agreement (the "Agreement"), all rights and obligations arising from or on account of the Listing above are hereby terminated and Broker and Owner do hereby mutually release each other from all obligations under the Listing and from all claims, actions and demands that each may have against the other arising from or as a result of the Listing. However, Broker and Owner agree that the attorney fees provisions of the Listing shall remain applicable to any dispute arising out of the Listing, this Agreement or any obligation of Owner under either the Listing or this Agreement.
2. Should Owner desire to offer the Property, or any portion thereof, for sale, exchange or lease within 360 days from the date of this termination, Owner shall contact Broker and enter into a new listing agreement upon the same terms and conditions as the Listing hereby terminated. Such new listing is to be effective for a period of time equal to the original period provided for in the Listing.
3. In the event that the Property, or any portion thereof, is for any reason sold, exchanged, transferred or leased by Owner, Broker or any other broker to any party (including, but not limited to, any party to whom the property was introduced by Broker) within 360 days from the date hereof, Owner shall pay Broker the same compensation as was provided in the Listing terminated hereby, (the same as if such Listing were still in effect), whether or not said Listing would otherwise have terminated in accordance with its terms. In the event of such a transaction, unless Owner has executed a new listing with Broker, Broker shall have no obligation to represent Owner in such transaction.
4. All commission or other compensation provided for herein is payable on the close of escrow for the Property, or any portion thereof, or, if completion of any transaction is prevented by default of Owner, on Owner's default.
5. In the event Owner does, within 360 days from the date of this Agreement, enter into any listing agreement with any other broker, Owner shall notify such other real estate broker of the compensation obligations in this Agreement. Owner hereby agrees that any compensation paid to such broker shall be in addition to any compensation payable to Broker as herein provided.

6. In addition to the above obligation, Owner shall pay to Broker upon execution hereof the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as reimbursement for Broker's costs to date. In the event Owner does, within 360 days hereof, sell the Property and Broker receives the full amount of real estate commission as set forth in the original Listing, then any amounts paid to Broker under this paragraph, if any, shall be credited to the commission due to Broker hereunder.

7. Time is of the essence of this Agreement.

8. This Agreement shall be governed by and construed in accordance with California law. Any legal action brought by any Party to interpret or enforce this Agreement shall be venued in the appropriate state or federal court sitting in the City and County of Merced, California.

**(This release is not effective until signed by Broker or Sales Manager.  
Sales Associates do not have authority to sign for Broker.)**

*Mokha Real Estate DRE#02089481*

Broker Mokha Real Estate.

\_\_\_\_\_  
BROKER/SALES MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE