



**AMENDMENT NO. _____ TO F4A EXCLUSIVE AUTHORIZATION AND RIGHT
TO SELL LISTING AGREEMENT (LISTING BROKER/AUTHORIZED
BUYER BROKER COMPENSATION)**

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1. **THIS AGREEMENT** is made a part of the Exclusive Authorization and Right to Sell Listing Agreement (the "Listing
2. Agreement") by and between Billy Marlow (hereinafter
3. called "Owner" or "Owner(s)") and Tom Smith Land and Homes
4. (hereinafter called "Broker") for Property located in the City of Ruleville,
5. County of Sunflower, Mississippi, located at (Legal Description or Street Address):

6. _____
7. _____
8. 419 E Dr Martin Luther King Drive Ruleville 38771
9. Street Address City/Town Zip Code

10. In consideration of the continuing performance of their mutual covenants and agreement, as hereby modified, the Parties desire to
11. **amend** the Listing Agreement as follows [**CHOOSE ALL THAT APPLY**]:

12. ☐ **EXPIRATION DATE CHANGE.** The Listing Agreement is amended to expire at midnight Central Time on _____.
13. ☐ **MARKETING DATE CHANGE.** The Property Marketing Date is amended to commence on the _____ day of
14. _____, _____.

15. ☒ **LIST PRICE CHANGE.** The List Price is amended to be \$ 800,000.00.

16. ☐ **LIST PRICE TERMS CHANGE.** The terms pertaining to List Price are amended as follows: _____
17. _____

18. ☐ **COMPENSATION.** Compensation is amended to read as follows:

19. (a) **Total Compensation Paid by Seller(s) to Listing Brokerage (CHOOSE ALL THAT APPLY):**

20. ☐ _____% of the gross sales price*
21. ☐ flat fee of \$ _____*
22. ☐ non-refundable flat fee of \$ _____ upon listing
23. ☐ non-refundable flat fee of \$ _____ if the Property is sold, transferred, conveyed, leased, rented or made
24. unmarketable by Seller(s) without the written consent of Listing Brokerage
25. ☐ flat fee of \$ _____ if the listing is canceled during the term during the term of the listing or any extension,
26. subject to Listing Brokerage's agreement
27. ☐ variable rate as follows: _____
28. _____
29. ☐ Other: _____
30. _____

31. (b) **Seller(s) acknowledge(s) and consent(s) to Listing Brokerage offering and paying the following compensation out of**
32. **Total Compensation Paid by Seller(s) to Listing Brokerage in section (a) above to any cooperating Buyer's Brokerage**
33. **acting for Buyer who procures a buyer ready, willing and able to purchase the Property (may be published in Listing**
34. **Brokerage's consumer-facing websites or in any disclosure/medium/service unrelated to MLS membership):**

35. ☐ _____% of the gross sales price
36. ☐ flat fee of \$ _____
37. ☐ Other: _____
38. _____

39. ☐ **SELLER CONCESSION/ALLOWANCE.** Seller authorizes Listing Broker to offer and market the following concession/
40. allowance: _____



41. ☐ **NAR SETTLEMENT AMENDMENTS.** For purposes of compliance with the Corrected Settlement Agreement filed April
42. 19, 2024 in Case 4:19-cv-00332-SRB in the United States District Court, Western District of Missouri, Western Division, the
43. following items are amended, in addition to any other amendments herein:
44. 1. Section 3(b)(Disclosure of Listing Broker's policies relating to compensation) is amended to read as follows:
45. **(c) Disclosure of Listing Brokerage's policies relating to Compensation:**
46. (1) **The amount of real estate compensation is not fixed by law and is fully negotiable; offers of compensation, if made,**
47. **are not blanket, unconditional or unilateral.** By signing this Agreement Seller(s) and Listing Brokerage acknowledge that
48. they have negotiated in good faith as to all Compensation in this Agreement.
49. (2) Offers of compensation may not be made through the MLS, but may be made outside MLS.
50. (3) Seller(s) acknowledge(s) that a Buyer may have entered into a Buyer Agreement with a Buyer's Brokerage that has been
51. negotiated separately from this Agreement. Compensation payable to a Buyer's Brokerage under any separate Buyer
52. Agreement may differ from the amount approved by Seller(s) in 3(b) above. Seller(s) may be asked by Buyer(s) to pay any
53. portion of the Buyer's Brokerage compensation not payable by the Listing Broker at closing.
54. (4) Listing Brokerage has advised Seller(s) of Listing Brokerage's company policies regarding cooperation and the amount(s)
55. of any compensation that will be offered to subagents, buyer/tenant agents and/or brokers acting in legally-recognized
56. non-agency capacities.
57. (5) Buyer agents or brokerages, even if compensated by Listing Brokerage or Seller(s), may represent the interests of Buyers.
58. (6) Any compensation payable to Listing Brokerage by any party other than Seller(s) shall be disclosed to Seller(s) and
59. subject to Seller's(s') informed consent.
60. 2. Section 4 (Multiple Listing Service) is amended to read as follows:
61. **Multiple Listing Service (MLS).** If the Property is publicly marketed, MLS rules require that Listing Brokerage file this
62. listing with the Multiple Listing Service (MLS) within one (1) business day. Public marketing includes, but in not limited to,
63. fliers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including
64. IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other
65. applications available to the general public. **[CHOOSE ONE]:**
66. ☐ Listing Brokerage is a Participant of the _____ MLS and listing
67. information shall be provided to the MLS to be published and disseminated to its authorized members, MLS Participants and
68. Subscribers, and updated as appropriate. The Listing Brokerage is also authorized to report the sale, when it occurs including,
69. but not necessarily limited to, price, terms and financing.
70. OR
71. ☐ Property will not be listed in MLS and will not be marketed publicly. Should the Property be publicly marketed by
72. anyone, including Seller(s), Seller(s) acknowledge(s) and agree(s) that MLS rules require that Listing Brokerage file this
73. listing with the MLS within one (1) business day.
74. ☐ **CANCELLATION OF LISTING AGREEMENT.** The Listing Agreement is cancelled* effective _____.
75. *Cancellation of the Listing Agreement cancels the listing and terminates marketing of the Property; the provisions of section 3(b)
76. of the Listing Agreement survive cancellation of the Listing Agreement.
77. ☐ **WITHDRAWAL OF PROPERTY FROM MARKETING.** Owner wishes to withdraw** the Property from active
78. marketing, effective _____. **Withdrawal of the Property does not terminate the Listing Agreement; the Listing
79. Agreement remains in effect except that any provisions pertaining to marketing of the Property are suspended so long as the
80. withdrawal continues. Withdrawal of a listed Property is subject to MLS rules for any MLS in which the Property is entered.
81. ☐ **RETURN OF PROPERTY WITHDRAWN FROM MARKETING TO ACTIVE.** Owner wishes to return the Property to
82. active marketing, effective _____.
83. ☐ **LIMITATION TO OFFICE EXCLUSIVE LISTING.** Owner does NOT wish for Property to be marketed to the public
84. through MLS. The Listing Agreement is amended to release Broker from any obligation to market the Property outside the listing
85. Brokerage. Owner understands that Broker will not market Property to anyone outside the listing Brokerage, will not post any
86. sign or advertise the Property in any way.
87. ☐ **OTHER CHANGES.** _____
88. _____
89. _____
90. _____
91. _____
92. _____



93. ALL MATTERS NOT AMENDED HEREIN REMAIN AS STATED IN THE LISTING AGREEMENT.

94. Signed this the _____ day of _____, _____, and a copy hereof received.

95. SELLER _____ SELLER _____

96. Print name: **Billy Marlow** Print name: _____

97. BROKER FIRM NAME: **Tom Smith Land and Homes**

98. _____
99. Broker or Broker's Affiliated Salesperson

100. Print Name: **Anthony Steen**

