



**LISTING OF RESIDENTIAL IMPROVED PROPERTY
EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT**



1 THIS LISTING OF RESIDENTIAL IMPROVED PROPERTY EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT (this "Listing
2 Contract") is made and entered into between:

3 ("SELLER") Michael Magnano as AIF for Alisha Papillon and

4 ("BROKER") Anthony Giglio- TOP Brokerage.

5 SELLER hereby gives BROKER the EXCLUSIVE RIGHT AND AUTHORITY TO SELL the real property described below and all non-leased fixtures
6 (the "Real Property"), together with the following items existing on the Effective Date of the Sales Contract: built-in appliances and beverage
7 cooler(s)/dispenser(s), attached lighting; ceiling fan(s); built-in shelving/closet fittings; wall-to-wall carpeting; integrated home automation, audio-
8 visual, home entertainment and/or home sound systems including all operational components and software; hurricane/storm shutters and panels;
9 central vacuum system including hoses; intercom system; water softener/purification system; built-in home generator; security/surveillance system
10 including cameras; drapery rods; television brackets (excluding televisions); decorative shutters; and pool equipment,
11 and _____

12 _____

13 (the Real Property and the above items are collectively referred to as the "Property"), and together with the following personal property existing on
14 the Effective Date of the Sales Contract: refrigerator(s); range(s), dishwasher(s); microwave(s); washer(s); dryer(s); draperies, curtains, blinds,
15 shades and other window treatments; garage door opener(s)/remote(s); keys, fobs and other access devices (including to community property); pool
16 or solar cover; child pool safety fence, and automated pool cleaning equipment; and
17 _____

18 _____

19 and the additional personal property, if any listed on the attached inventory or list (the "Personal "Property").

20 for a period of time commencing on 6/7/2024 ("Commencement Date"), and terminating on
21 12/7/2024 ("Termination Date"). The Commencement Date shall be the date this Listing Contract is

22 signed by SELLER if no Commencement Date is inserted. The Termination Date shall be 270 days from the Commencement Date if no Termination
23 Date is inserted. If SELLER, prior to the Termination Date, enters into a contract to convey SELLER's interest in the Property, the Termination Date
24 and this Listing Contract shall automatically be extended until the earlier of the closing or termination of said contract.

25 The following items are excluded: _____

26 _____

27 **1. THE PROPERTY.**

28 **A.** Property Interest: SELLER represents that SELLER owns the Property, or has an equitable or proprietary interest in, an exclusive right to
29 use, or a contractual right to acquire the Property, and has the right to sell and convey the Property, or has the right to sell and convey SELLER's
30 interest in, exclusive right of use of, or right to acquire the Property. SELLER is advised to seek legal counsel to confirm the exact nature, validity and
31 transferability of SELLER's interest in the Property and SELLER's representations set forth herein.

32 If applicable, SELLER shall convey SELLER's exclusive right to use the following: Parking Space(s) # _____, Garage(s) # _____,
33 Cabana(s) # _____, Storage Locker(s) # _____, Boat Dock(s) or Slip(s) # _____, or other common elements or common areas to which
34 SELLER has an exclusive right of use and the right to convey.

35 B. Property Legal Description: 1 LOT (80X280) N MECHE S ST CHARLES STREET E MECHE W ROUPTIER FRONTING 80'
36 ON ST CHARLES ST (REDESCRIBED 2023) 1 STRIP (16X290) County: ~~MECHEL and AY~~ ~~St~~ CHARLES ST W IVY 12

37 C. Property Address: 280 GARDENER ST

38 D. Property Tax Identification Number: 0200548000

39 _____

40 E. Reserve account balances, if any.

41 2. PURCHASE PRICE AND TERMS.

42 This EXCLUSIVE RIGHT AND AUTHORITY TO SELL shall be for the following purchase price:
43 \$ 180,000, or upon any other price and terms or exchange to which SELLER may hereafter consent.

44 3. BROKER OBLIGATIONS.

45 In consideration of the granting of this EXCLUSIVE RIGHT AND AUTHORITY TO SELL, the BROKER agrees as follows:

- 46 A. To become informed about the Property.
- 47 B. To make an earnest and continuing effort to sell the Property. However, this Listing Contract does not guarantee that such efforts will result
48 in a sale of the Property, and SELLER affirms that no such sale assurances or guarantees have been made or implied by BROKER.
- 49 C. To promote the Property as BROKER deems appropriate.
- 50 D. To keep SELLER informed as to BROKER's efforts in achieving a sale and closing of the Property.
- 51 E. To take reasonable precautions to prevent damage in the process of showing the Property or in permitting others to show the Property.
- 52 F. To distribute such information relating to the Property as BROKER deems appropriate to other real estate brokers, and to invite the
53 cooperation of such brokers in procuring a buyer for the Property. In the event a buyer is procured by another real estate broker (the "Cooperating
54 Broker"), BROKER will assist the Cooperating Broker to complete the sale and shall compensate the said Cooperating Broker as provided in this
55 Listing Contract.

56 G. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) shall enter this listing of this Property into the
57 Multiple Listing Service(s) ("MLS") within 5 business days of the Commencement Date or (2) shall not enter this listing of this Property into the
58 MLS.

59 H. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) shall (2) shall not disclose the existence of
60 offers on the Property to buyers and/or Cooperating Brokers. If disclosure is authorized and if asked, BROKER shall disclose whether the offers were
61 obtained by the listing licensee, another licensee of BROKER, or by a Cooperating Broker.

62 I. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH
63 CASE]: SELLER agrees that the Property (1) may or (2) may not be displayed on the internet. SELLER acknowledges that if (2) above is
64 selected, consumers who search the internet will not see information about the Property in response to their search. If the SELLER selects option (1)
65 above, SELLER further agrees as follows: that the address of the Property (1) may or (2) may not be displayed on the internet. Real estate
66 brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers, customers or clients
67 (1) may or (2) may not display an automated estimated valuation of the Property on such websites; and (1) may or (2) may not
68 enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the websites.

69 J. To install and use a lockbox on the Property if authorized by SELLER. SELLER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL
70 APPLY]: (1) does or (2) does not authorize BROKER to install and use a lockbox on the Property. If SELLER authorizes use of a lockbox,
71 SELLER acknowledges that a lockbox is not intended or designed to act as a security device to prevent unauthorized access to the Property. The
72 lockbox is intended to facilitate marketing of the Property by other real estate licensees who participate or subscribe to any multiple listing service in
73 which BROKER is a participant or subscriber. SELLER hereby releases BROKER, any real estate association, or multiple listing services, and any
74 members, participants or subscribers of such organizations from any liability for any injuries, losses, expenses or costs incurred by SELLER by
75 reason of unauthorized access to the Property resulting from use of the lockbox.

76 K. BROKERAGE RELATIONSHIP. BROKER, or licensee of BROKER, has informed and disclosed to SELLER the brokerage relationship
77 between BROKER and SELLER. BROKER's required disclosure notice(s) have been provided to SELLER and the brokerage relationship is:

78 _____ (If left blank, transaction broker relationship shall apply.)

79 L. BROKER, and any cooperating broker or other legally authorized escrow agent, are authorized to accept and hold in escrow all deposit
80 monies paid on the purchase of the Property, and the duties of any escrow agent relative thereto shall be in accordance with the applicable laws of
81 the State of Florida and regulations of the Florida Real Estate Commission.

82 **4. SELLER OBLIGATIONS.**

83 In consideration of the obligations of the BROKER, the SELLER agrees:

84 A. To refer immediately to BROKER all inquiries about the Property, whether those inquiries are from other brokers or any other persons or
85 entities.

86 B. To provide BROKER, or those working by or through BROKER, access to any improvements on the Property for the purpose of inspection
87 or presentation to prospective purchasers at reasonable hours, and to otherwise cooperate with BROKER in carrying out the purposes of this
88 Listing Contract.

89 C. To inspect the Property from time to time and prior to any scheduled inspections and presentations, to detect and remove any safety
90 hazard or unsafe conditions on the Property, and to otherwise take all reasonable actions and precautions to minimize risk of injury to
91 BROKER, cooperating brokers, prospective purchasers, and authorized agents of said parties occurring on the Property. BROKER shall
92 not be liable to SELLER for any personal injury, losses or damage suffered by cooperating brokers, prospective purchasers and authorized
93 agents of said parties or any other third parties lawfully on the Property, or for any theft of SELLER's property by any of said other parties
94 while on the Property. SELLER shall hold BROKER harmless and indemnify BROKER from and against any and all such liability, except
95 with respect to liability caused by BROKER's gross negligence or intentional wrongdoing.

96 D. To comply with all applicable statutory and regulatory disclosure requirements.

97 E. To provide BROKER with all relevant information relating to the Property, including facts and conditions known to SELLER which materially
98 affects the value of the Property. SELLER shall inform BROKER of any obligations which may affect SELLER's or BROKER's performance
99 under this Listing Contract, and shall provide to BROKER copies of any documents containing said obligations, including, but not limited to
100 current lease(s), expired lease(s) or lease purchase options which impose a continuing liability upon SELLER to pay compensation to a party
101 other than BROKER in the event a previous tenant/lessee purchases the Property.

102 F. To provide BROKER with a complete copy of SELLER's existing owner's title policy, if available, and unless the Property is a
103 condominium or cooperative unit, complete copies of any survey and Elevation Certificate of the Property which has been certified to
104 SELLER, if available.

105 G. If the listing is entered into MLS, SELLER authorizes BROKER to provide MLS with (1) factual data about the physical characteristics of the
106 Property; (2) timely notice of status changes relating to the listing; (3) pending sales information (excluding price); and (4) the closed sales price
107 upon the sale of the Property. SELLER grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its
108 database. SELLER and BROKER acknowledge and agree that all database compilations are owned exclusively by MLS, which shall have the
109 sole and exclusive right to license access to the data in the database, including data about the Property, as MLS deems appropriate.

110 H. To permit interior and exterior photographs and/or videos of the Property to assist the Broker in marketing the Property.

111 I. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any
112 materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not
113 limited to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing
114 information, and other copyrightable elements relating to the Property ("Marketing Materials"). SELLER further grants to BROKER a royalty-
115 free, perpetual, and irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by SELLER
116 to Broker for use in marketing the Property. SELLER warrants that any such Marketing Materials provided by SELLER to BROKER do not
117 violate or infringe upon the intellectual property or other rights of any other person or entity.

118 J. **"Cautionary note regarding audio and/or video surveillance and recording devices:** There are Federal and Florida laws governing
119 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law.
120 Seller agrees to inform broker in the event such devices are in active use on the property."

121 BROKER COMPENSATION (the "Compensation"):

122 (1) To pay BROKER [FILL IN THE APPROPRIATE % AND/OR AMOUNT]: .5 % of the purchase price
123 and \$ _____ OR a flat fee of \$ _____ if a buyer who is ready, willing and able to purchase the Property is
124 procured.

125 (2) To pay BROKER [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT]: _____ % of the gross rent
126 and \$ _____ OR a flat fee of \$ _____ if the Property is leased during the term of this Listing Contract,
127 unless SELLER is party to a valid Exclusive Right and Authority to Lease Agreement pertaining to the Property as of the Commencement Date of
128 this Listing Contract. Whether or not SELLER was a party to a valid Exclusive Right and Authority to Lease Agreement for the Property, if the tenant
129 purchases the Property during his tenancy or within _____ months following termination of his tenancy, BROKER shall be paid the
130 Compensation set forth herein at the time of the closing of any sale to such tenant.

131 (3) Cooperating Broker Compensation. BROKER has explained to SELLER:

132 (a) BROKER's policy regarding cooperation with and compensation to other real estate brokers who may be invited to assist in
133 procuring a buyer for the Property;

134 (b) that buyer agents and brokers, even if compensated by BROKER or SELLER, may represent the interests of a buyer. Upon
135 receipt by BROKER of the Compensation provided above in this paragraph, BROKER shall pay to any such Cooperating Broker [SELECT ONE
136 AND FILL IN APPROPRIATE % OR AMOUNT]: 2.5 % of the purchase price or flat fee of \$ _____, with BROKER
137 retaining the balance of the total Compensation to be paid by SELLER as set forth herein. BROKER's offer to cooperate with and compensate other
138 brokers shall extend to the following types of brokers: [CHECK ALL THAT APPLY IF NONE ARE SELECTED, ALL SHALL APPLY]:
139 Transaction Brokers; Single Agents; No Brokerage Relationship.

140 (4) SELLER understands and agrees that the Compensation shall be paid by SELLER to BROKER in the event that any sale, exchange
141 or transfer of any interest or agreement to transfer any interest in the Property (excluding involuntary foreclosure) occurs during the term of this
142 Listing Contract, whether such transaction, sale, exchange, transfer or agreement is procured or accomplished through BROKER or by or through
143 any other person or entity, including SELLER.

144 (5) BROKER shall be paid the Compensation by SELLER if the Property, or any interest therein or right of use or right to purchase, is
145 sold, contracted to be sold, or otherwise transferred within 90 days after the Termination Date to anyone with whom BROKER, or those
146 working by or through BROKER, or SELLER has had contact regarding the Property prior to the Termination Date. However, the obligation to pay
147 Compensation to BROKER shall cease if SELLER enters into bona fide Exclusive Right and Authority to Sell Contract with another licensed real
148 estate broker to become effective after the Termination Date and a sale, lease, exchange, transfer or contract to sell the Property is made during the
149 term thereof.

150 5. SELLER SALES CONTRACT OBLIGATIONS.

151 In the event BROKER secures a buyer for the Property, and unless the sales contract provides otherwise, SELLER agrees to the following:

152 A. To provide and pay for the following when applicable:

153 (1) the title evidence or credit as specified in the sales contract; (2) if the Property is located in Lee or Charlotte County, the premium for the
154 owner's title insurance policy, and the charges for title search and title continuation through the date of deed recording; (3) preparation of statutory
155 warranty deed (or special warranty deed if SELLER is a fiduciary), bill of sale with warranties of ownership and freedom from encumbrances,
156 condominium/homeowner association estoppel letter(s), BROKER and Cooperating Broker compensation verifications, tenant estoppel letter(s),
157 copy(ies) and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient to allow
158 "gap" coverage by title insurance; (4) mortgage payoff letter(s) from existing lender(s); (5) documentary stamp tax on deed; (6) BROKER's
159 compensation (to be disbursed by closing agent at closing); (7) utility services to the Closing Date; (8) any condominium/homeowner association
160 special assessments and governmentally imposed liens or special assessments which are SELLER's obligation under the provisions of Paragraph
161 8; (9) SELLER's attorney's fees (10) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing
162 and/or remitting funds, and/or preparing the withholding certificate application and/or tax return related thereto; (11) reimbursement of pre-paid
163 estoppel fees and other costs advanced on behalf of SELLER; and (12) wire fees associated with transfer(s) of SELLER proceeds and/or payoff(s).
164 Unless the Property is a condominium or cooperative, SELLER will provide a complete copy of any survey of the Property in SELLER's possession
165 and which has been certified to SELLER (together with flood elevation certificate, if applicable), and if to SELLER's knowledge there are no
166 improvements or encroachments currently located on the Property other than as shown on SELLER's survey, SELLER will sign an Affidavit of "No
167 Change" affirming same to the Buyer.

168 B. To convey marketable title by general or special warranty deed, or if a cooperative apartment, by applicable conveyancing instruments, free
169 and clear of all liens and encumbrances, except those items which the Buyer agrees to assume.

170 C. To deliver possession and occupancy of the Property on the Closing Date.

171 D. To prorate the following:

172 (1) real and personal property taxes based on the current year, if available. If not available, the taxes shall be based on the TRIM "Your Taxes
173 This Year if PROPOSED Budget is Adopted" amount and current year non-ad valorem amount(s), if available or prior year non-ad valorem amounts
174 if current year not available. If neither the current year tax nor TRIM amounts are available, the taxes shall be based on the prior year's bill (without
175 discount or exemptions no longer available in the year of closing) and prorated upon receipt of the actual tax bill if requested by either party. If
176 completed improvements exist on the Property for which a certificate of occupancy was issued as of January 1st of the year of closing, which did not
177 exist on January 1st of the prior year, taxes shall be estimated for proration by applying the current year millage rate to the current year taxable value
178 of the Property. If the current year millage rate is not fixed, the prior year millage rate shall be applied. If the current year taxable value is not fixed,
179 the taxes shall be estimated for proration by applying the most current fixed millage rate to a sum equivalent to 80% of the purchase price;
180 (2) interest on any assumed indebtedness; (3) rent; (4) condominium/homeowner association assessments and CDD/MSTU operating and
181 maintenance assessments; (5) county waste assessments; (6) appliance service contracts assumed by the Buyer; and (7) propane gas.

182 E. To grant to the Buyer at closing a credit equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any
183 accrued interest thereon, or alternatively to convey or assign the Buyer ownership or an assignment of the account in which the deposits and prepaid
184 rents, and any accrued interest thereon, are held.

185 **6. SELLER'S DISCLOSURES.**

186 **A.** SELLER represents and warrants that (1) to the best of SELLER's knowledge no other party has a legal or equitable ownership interest in
187 the Property (If SELLER's interest in the Property is equitable or proprietary, or SELLER has the exclusive right to use, or has a contractual right to
188 acquire the Property, another party may have an interest in the Property); and (2) SELLER has the authority to enter into this Listing Contract.

189 **B.** SELLER acknowledges and understands that if SELLER knows of facts or conditions materially affecting the value of the Property, which
190 are not readily observable, SELLER has an obligation to disclose all such facts and conditions to a buyer and to BROKER. All such known facts and
191 conditions shall be set forth in writing in "Other Terms and Conditions", or by written document attached hereto and presented at the time of
192 execution of this Listing Contract. SELLER has fully reviewed this Listing Contract and the information relevant to the Property (as shown in the
193 listing information herein and/or the SELLER's Disclosure Statement, if applicable), and SELLER warrants, to the SELLER's best knowledge, the
194 accuracy of the information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon for damages resulting from the
195 inaccuracy of the information, facts and conditions provided.

196 **C.** SELLER does or does not elect to complete a seller's disclosure form. In the event that a seller's disclosure form is completed,
197 SELLER agrees to update the disclosure form from time to time as the condition of the Property warrants.

198 **D.** SELLER is or is not a foreign person or entity as defined in the Internal Revenue Code. If SELLER is a foreign person or entity,
199 SELLER may be subject to Internal Revenue Service withholding requirements at closing.

200 **E.** SELLER shall provide a "Homeowners' Association Disclosure Summary" to prospective buyers for each mandatory homeowners'
201 association(s) as required by law.

202 **F.** SELLER is or is not aware of any past casualty insurance claims made for damage to or upon the Property.

203 **G. LEAD-BASED PAINT:** Construction of the residence on the Property was commenced: prior to 1978 OR 1978 or later. If construction
204 of the residence was commenced prior to 1978, SELLER and BROKER must complete and attach the form "Licensee Notice to
205 SELLER/Landlord Complying with the Lead-Based Paint Law." SELLER does or does not have knowledge of lead-based paint or lead-
206 based paint hazards in the residence. SELLER does or does not have documentation confirming the presence or absence of
207 lead-based paint or lead-based paint hazards.

208 **H.** If the Property is located in unincorporated Collier County, SELLER acknowledges receipt of the Collier County Code Compliance
209 Residential Program brochure.

210 **7. COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT.**

211 The Property is or is not located within a community development district (CDD) and/or municipal service or benefit taxing unit (MSTU).
212 If the Property is located within either a CDD or MSTU, SELLER shall complete and deliver to BROKER the Addendum to Listing Contract
213 CDD/MSTU Taxes and Assessments.

214 **8. CONDOMINIUM/HOMEOWNER ASSOCIATION AND GOVERNMENTALLY IMPOSED LIENS AND SPECIAL ASSESSMENTS.** SELLER
215 shall pay the full amount of condominium/homeowner association special assessments and governmentally imposed liens or special
216 assessments (other than CDD/MSTU assessments which are addressed in the Addendum to Listing Contract CDD/MSTU Taxes and
217 Assessments, if applicable), which on or before the Effective Date are a lien or a special assessment that is certain as to (a) the identity of the
218 lienor or assessor, and (b) the property subject to the lien or special assessment, and (c) the amount of the lien or special assessment. If as of
219 the Effective Date there are any pending liens or special assessments (liens or special assessments other than those described above) which
220 are not SELLER's obligation as set forth above and which were not disclosed in writing to BUYER by SELLER prior to or concurrent with the
221 execution of this Contract, and which exceed 1% of the purchase price, BUYER may terminate this Contract, unless SELLER agrees in writing to
222 pay the portion of such pending liens or special assessments in excess of 1% of the purchase price, and SELLER agrees to pay into escrow at
223 closing a reasonable sum to insure that the excess will be paid.

224 **9. DEFAULT.**

225 If the transaction shall not be closed because of the refusal, failure or inability of SELLER to perform, or if SELLER fails or refuses to enter into a
226 contract with a ready, willing and able buyer of the Property, SELLER shall pay the Compensation to BROKER in full upon demand by BROKER. In
227 such event, this Listing Contract shall not be terminated, but shall continue in full force and effect. If SELLER fails or refuses to pay BROKER's
228 Compensation after demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which lien shall survive
229 termination of this Listing Contract, and can be foreclosed in the same manner as a mortgage on real property. If deposits are retained by SELLER,
230 50% thereof, but not exceeding the full amount of the Compensation to BROKER, shall be paid to BROKER as full consideration for BROKER's
231 services, including costs expended by BROKER, and the balance shall be paid to SELLER.

232 **10. MISCELLANEOUS.**

233 **A.** The Property shall be offered, shown and made available for sale to all persons without regard to race, color, national origin, sex, handicap,
234 familial status, religion, sexual orientation or any protected class under applicable federal, state and local fair housing laws.

235 **B.** The laws of the State of Florida shall control in interpretation and enforcement of this Listing Contract. In the event any litigation or dispute
236 arises out of this Listing Contract, venue for resolution shall be the county where the Property is located, with the prevailing party entitled to recover
237 from the non-prevailing party reasonable attorney fees and court costs relating thereto.

238 C. This Listing Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties
239 hereto, their respective heirs, administrators, successors and assigns. This Listing Contract shall be binding and enforceable upon execution by
240 SELLER and BROKER (hereinafter the "Effective Date"), which shall be the last date either BROKER or SELLER signs or initials this Contract, and
241 which may be different than the "Commencement Date" of this Contract. Thereafter, this Listing Contract cannot be terminated or modified in any
242 manner, except by an agreement in writing, signed by SELLER and BROKER. Signatures and initials communicated by electronic or facsimile
243 transmission shall be binding.

244 D. A facsimile or electronic (including "pdf") copy of this Listing Contract and any signatures hereon shall be considered for all purposes as an
245 original. This Listing Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other
246 applicable laws.

247 E. This Listing Contract and any addenda and amendments hereto may be signed in counterparts, and said counterparts shall collectively
248 constitute the entire agreement of the parties.

249 11. A. OTHER TERMS AND CONDITIONS:

250 Seller is responsible for paying listing broker .5% commission at the gross selling price
251 ~~when the property closes as commission paid to TOP Brokerage. Any withdrawal or closing fees~~
252 ~~along with any fees, penalties, violations associated with any multiple listing service~~
253 ~~(MLS) the property is listed in will be paid by seller also. The seller is responsible for~~
254 ~~paying the Buyer's Broker Commission at the sales price. TOP Brokerage Subscriber Commission~~
255 ~~is to be paid to TOP Brokerage even if sold to an off market buyer within the 90 day~~
256 ~~protection period.~~

257 B. ADDENDUM: The following Addendum/Addenda is/are attached hereto and incorporated into this Contract:

258 _____
259 _____

257 To the extent such Addendum/Addenda terms conflict with the terms of this Listing Contract, the Addendum/Addenda terms shall control.

258 IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Listing Contract on the day and year below provided, with each
259 party acknowledging receipt of a copy thereof.

 6/7/2024

(Seller's Signature) (Date) (Seller's Signature) (Date)

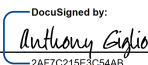
Michael Magnano as AIF for ALISHA PAPHILLION

(Seller's Printed Name) (Seller's Printed Name)

Seller's Mailing Address: 280 GARDENER ST GRAND COTEAU LA 70541

Seller's Contact: (Home) _____ (Office) _____ (Cell) 8046252018 (Fax) _____

Email Address: _____ Property Telephone: _____

 6/7/2024 Anthony Giglio

(Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)

Brokerage Firm Name: TOP Brokerage