

TOP Brokerage RESIDENTIAL LISTING AGREEMENT

This Listing Agreement ("Agreement"), is made & entered into as of 8/26/2024 ("Effective Date") by and between TOP Brokerage, LLC ("Broker" or "TOP Brokerage") and you, the owner or authorized representative of the listed Property who has executed this Agreement ("you" or "Seller" or "Owner/customer"). TOP Brokerage, LLC is the licensed real estate broker for transactions consummated through TOP Brokerage's website, www.TOPBrokerage.com ("Website"), which is owned by TOP Brokerage Corp.

The Terms of Use ("Terms of Use") and Privacy Policy ("Privacy Policy") set forth on the Website, which Terms of Use and Privacy Policy, as updated from time to time by TOP Brokerage, are hereby incorporated into and made a part of this Agreement by reference. All capitalized terms used, but not defined in this Agreement shall have the meaning ascribed to such terms in the Terms of Use and Privacy Policy, as applicable. In the event of any conflict between the terms of this Agreement and the terms of the Terms of Use and Privacy Policy, the terms of the Terms of Use and Privacy Policy shall control.

BY EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT (A) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE, AND ABLE TO ENTER INTO A LEGALLY BINDING CONTRACT; (C) YOU ARE THE OWNER OR AUTHORIZED REPRESENTATIVE OF THE LISTED PROPERTY; AND (D) YOU ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE.

PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

Seller name: Larry Merrill

Land: Lot: 3, Block 3

in Vestavia Hills County: Jefferson known as 2129 GARLAND DR, VESTAVIA HILLS AL 35216

(address/zip code).

Email address: deals@embercapitalgroup.com

Improvements: The house, garage and all other fixtures and improvements attached to the above described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, aboveground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs.

Exclusions: The following improvements and accessories will be retained by Seller and excluded:
N/A

Owners' Association: The property..... is...... is not subject to mandatory membership in an owners' association.

LISTING PRICE: Seller instructs Broker to market the Property at the following price: \$ 539995 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Alabama (State) (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Alabama (State) Real Estate Commission).

DISCLOSURES & DISCLAIMERS: Both the Seller and Broker acknowledge that Broker has no knowledge of any facts about the Property, as Broker has not visited or inspected the Property in any way. Any and all compliances with these disclosures will be solely the responsibility of Seller. Broker does not and will not utilize or keep funds in a trust or escrow account and will not hold funds for any party to any transaction related to this Agreement. The listings of this type being contracted under this Agreement are known as "Exclusive Right to sell" Agreement

It is strongly recommended for your protection that you retain a real estate attorney for any and all real estate transactions, including for this Agreement, even if a real estate licensee and/or Realtor is involved. Broker cannot give legal advice. READ THIS LISTING AGREEMENT CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Broker authority:

- a. Broker will use reasonable efforts and act diligently to market the Property for sale or lease. In
- b. addition to other authority granted by this Listing, Broker may:
 - (1) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
 - (2) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
 - (3) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer, provided that Broker will not disclose the terms of any competing offer unless specifically instructed by Seller;
 - (4) advertise, during or after this Listing ends, that Broker "sold" the Property; and
 - (5) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others. Broker is not authorized to execute any document in the name of may receive, view, and input information). or on behalf of Seller concerning the Property.

LISTING AGREEMENT:

By you, the Seller, entering into this Agreement, you are certifying that you are the owner and/or authorized party to sell and/ or rent the Property and agree to the following terms:

1. The Term.

- a. Seller gives Broker the exclusive right to list, sell or lease the Property, which has been identified by the Seller to Broker. This Agreement will start on the date in which the Seller submits complete Property listing information pictures and payment of the Flat Fee listed below and continue for a term of thirty-six (36) months and will terminate upon the earlier of (a) the sale or lease of the Property, or (b) Seller's cancellation of this Agreement as provided below (the "Seller cancellation, withdrawals"). Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS. Seller consents that broker must not be physically present on the property when providing access to the property.
- b. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

2. MLS (Multi Listing Services) . Subject to the Terms of Use, Privacy Policy and this Agreement, Seller may give Broker the right to place the listing into the MLS (Multi Listing Services) by the earlier of the time required by MLS rules. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

3. Seller Cancellation, withdrawals. Seller has the right to cancel this Agreement at any time, and for any reason, except when binding to a contract, with a full refund if Seller cancels prior to publication of the listing on the MLS Service, provided that, and for the Enhanced Package and Concierge service , the cancellation must also be prior to the promotional items are shipped and/or at least 48 hours prior to a scheduled photographer session.

Seller may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract Seller must comply with the above. However, once the listing is placed on the MLS Service, Seller is required to sign TOP Brokerage /broker cancellation agreement (cancel/delete from TOP Brokerage .com dashboard) to cancel.

Seller initials:

Also, if Seller fails to respond to Broker's attempts to contact Seller via email and telephone, Broker reserves the right to cancel the listing after one (1) week, and the listing shall be deemed abandoned by Seller with no refund.

4. Broker Cancellation. Broker reserves the right to cancel the listing if Seller has provided misleading or false information, if the listing party has impersonated the actual owner without legal authorization, or if there is any legal matter and/or restriction of the property that would hinder the free sale or rent of the property or would present a legal risk or detriment to Broker. A full refund will be issued to Seller in the case where Broker decides to unilaterally cancel the listing.

5. Commission offered and cooperation with other brokers:

Notice: The amount or rate of real estate commissions is not fixed by law. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.

Seller will allow other brokers to show the Property to prospective buyers. Seller will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the property

- a. Seller will allow other cooperating brokers to show the Property to prospective buyers and to offers a co-brokerage compensation which is a commission offered to cooperating broker(Buyer's or tenant's agent). Seller will pay such amounts to the Buyer's Agent in the case of the purchase of the Property, at the time of closing and in the case of a rental of the Property, at the time of the lease execution.
- b. Except as provided in this Section, Seller shall owe13%..... additional commission, fee, compensation or payment to Broker/TOP Brokerage in addition to the initial Flat Fees set forth in Section 2 above, if Seller sells or rents the property without the interaction or assistance of a Cooperating Broker.

Seller agrees to pay cooperating brokers3.0..... in commission fee of the total purchase or yearly lease price.

- c. No Intermediary Status: Seller agrees and understand that Broker will not physically show the Property to prospective buyers who Broker represents.

6. Seller's representations: Seller represents that:

- a. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- b. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- c. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- d. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- e. there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- f. the Property is not subject to the jurisdiction of any court;
- g. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

a. Seller's additional promises: Seller agrees to:

- h. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- i. not rent or lease the Property during this Listing without Broker's prior written approval;
- j. not enter into a listing agreement with another broker for the sale, exchange, or lease of the Property to become effective during this Listing;
- k. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- l. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- m. complete any disclosures or notices required by law or a contract to sell the Property; and
- n. amend any applicable notices and disclosures if any material change occurs during this Listing.

7. Indemnification: Seller shall indemnify, defend and hold harmless Broker from any and all actual and potential third party liability and/or legal action(s) arising out of related to this Agreement and/or Seller's Property or listing, including, but not limited to, complaints from the MLS, Association of Realtors, HOA or Condominium Association(s), Realtors/agents and/or Buyers/Renters; failure to pay any and all offered commissions; Seller's violation(s) of applicable laws, including disclosure laws, and non-disclosure(s) as required by law; violations related to Seller's materials and content; Seller's breach (affirmative or otherwise) of this Agreement; Seller's gross negligence, Seller's misrepresentations or the existence of any undisclosed material facts by Seller regarding the Property; and/or any and all court or arbitration decision(s) in favor of another broker or party that has prevailed on a claim related to the Property or Seller's listing. This clause shall survive performance and transfer of title. Seller and Broker acknowledge that Broker has not visited the Property and has no knowledge as to any facts regarding any and all required disclosures. All information, including, but not limited to photographs, sketches, renderings, plans, floor-plans, etc., uploaded to the MLS Services, have been provided solely by Seller. Broker has only entered information into the MLS Service based on the information provided by Seller in good faith without verifying its authenticity, accuracy and/or veracity.

- a. **Mediation:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

b. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this listing will remain valid and enforceable.

c. **Attorney's fees:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, the prevailing party will be entitled to recover from the non prevailing party all costs of such proceeding and reasonable attorney's fees

8. Limitation of liability:

a. Broker is not responsible or liable in any manner for personal injury to any person or for loss of or damage to personal or real property, or person, including but not limited to injuries or damages caused by:

- (1) Third parties, including, but not limited to, associates, appraisers, inspectors, contractors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property.
- (2) acts of third parties (for example, vandalism or theft);
- (3) freezing water pipes;
- (4) a dangerous condition on the Property; or
- (5) the Property's non-compliance with any law or ordinance.

b. Whether attributable to use of a key safe/lock-box, a showing of the Property, or otherwise, seller agrees:

- (1) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the property;
- (2) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller.
- (3) Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as nanny cams and hidden security cameras) and may claim an invasion of privacy. Seller is advised to post notices disclosing the existence of security devices.
- (4) Owner agrees to maintain hazard or other insurance, current as of the Effective Date, during the course of this Agreement until the Property is sold or leased.

9. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

10. ACCESS TO THE PROPERTY:

a. Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times.

b. **Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

- (1) Seller Authorizes a key box to be placed on the property

11. Media: Images, Photography, video, Public remarks/ description.

Copyright Issues:

You agree not to upload, post and/or utilize any copyrighted, protected, impermissible, unauthorized and/or illegally downloaded images, depictions, descriptions, contents, videos and/or photographs on the website.

FOR PURPOSES OF CLARITY, UPLOADING PHOTOGRAPHS VIDEOS, DEPICTIONS, TAKEN AND/OR PAID FOR BY A PRIOR REAL ESTATE AGENT OR OWNER OF THE PROPERTY (WITHOUT THE PRIOR, EXPRESS WRITTEN PERMISSION OF SUCH PRIOR REAL ESTATE AGENT OR OWNER AND THE APPLICABLE PHOTOGRAPHER) IS STRICTLY PROHIBITED. Are should there be any penalty and/or fine assessed to TOP Brokerage / broker regarding any of your uploads, utilized materials, images, photographs, videos and/or posts, you shall be completely and solely liable and responsible for payment of any and all such fines, penalties and/or fees. You also hereby stipulate that TOP Brokerage / broker may immediately block, remove, delete and/or destroy, without notice, any and all complained of images and/or materials upon receipt of any notice of violation or complaint from the MLS or any other party regarding any and all posted, utilized and/or uploaded material, including, but not limited to images, photographs, and/or videos. By submitting any media to TOP Brokerage/broker, the Seller represents and warrant that they own the right to reproduce and display the media or they have procured such rights and all necessary licenses from appropriate parties.

Remember – Verbal permission to use media subject to copyright protection is insufficient for purposes of the MLS, TOP Brokerage, broker and/or for your protection in general.

WARNING: Penalties for copyright infringement can be up to \$150k per picture.

Misuse of Public Remarks and descriptions:

You agree that the Property Description or other public facing fields may not include:

- Gate codes
- Showing Instructions
- Compensation Information
- Lockbox information
- Occupancy status of the property such as “vacant”
- Email addresses
- Website addresses
- Phone numbers
- For Sale by owner information
- Open house information
- Language that violates applicable fair housing laws and guidelines

WARNING: broker reserves the right to remove any remarks within any field that are found to be inappropriate.

a. Branded Photos/Media:

Branding of any media submitted to the TOP Brokerage / broker and MLS is prohibited. Images, Photography, video, virtual tours and/or any media submitted to TOP Brokerage / broker and the MLS must not contain any branding or promotional information.

You agree that Photos and media uploaded onto the MLS must not contain any of the items below:

- Agent, broker, or brokerage names or photos or logos
- Phone Numbers
- Website addresses
- Email Addresses
- For sale or for lease signs, billboards, open house signs, promotion signs, or any other advertising material with identifiable information
- Animals with no relation to the property being listed.
Example: A photograph of only a horse, dog, chicken, etc.
- Messages or solicitations
- People that are not incidental to the subject of the photo and/or are identifiable
•Example: A scene that features people who can be identified or a photograph of only a person.
- Photographs of children will be pulled immediately
- Items not directly related to the listing.

WARNING: TOP Brokerage/ broker reserves the right to remove any photos/Media that are found to be inappropriate.

b. Exterior Photo Requirement

You agree to add at least one (1) photo or rendering of a substantial portion of the exterior structure of the listing.

12. SELLER'S OBLIGATIONS TO UPDATE INFORMATION ON THE TOP Brokerage WEBSITE FOR THE MLS SERVICE.

MLS INFORMATION & POSTING: Pursuant to MLS Service's internal rules and regulations, it requires that the information for the Property be current and up to date. Seller warrants that they will inform Broker in writing via the Website of any and all changes to the Property, including with regards to availability, within 24 hours of such changes. Seller is not authorized to keep his listed Property "off market" on the MLS Service, for more than 1 month (30 days). Should Seller fail to comply with this section of this Agreement, Broker reserves the right to immediately cancel the listing and shall not provide Seller a refund as this listing shall be deemed abandoned. Should the MLS Service generate a notice to Broker, Broker shall email the MLS notice to Seller to make any and all necessary changes to the listing. If Seller fails to comply with any MLS change within 24 hours of notice, Broker reserves the right to immediately cancel the listing without a refund and deem the listing as abandoned.

YARD SIGNAGE: **FSBO / for Sale by Owner** yard signage are not permitted once a property is listed in an MLS system.

Information Which Requires Immediate Update within 24 Hours of Notice or Knowledge:

- Immediately after a contract is signed or executed, i.e., pending sale, pending lease or under contract.
- Immediately after the Property is sold or rented, Seller MUST provide the name, phone number or license number of the Cooperating Broker and brokerage firm, if applicable, the sale or rent price, the type of financing and closing date and provide a complete fully executed copy of the purchase/sale agreement, copy of the CD / settlement statement or closing statement, and all addendum thereto.
- Immediately inform Broker of any changes or notices known to Seller, including, but not limited to cancellation of the listings and Property price or commission fee changes. In the event any such information for the Property must be changed or adjusted, Seller and Broker shall mutually execute and enter into an addendum to this Agreement.
- Notices between the parties must be in writing and are effective when sent to the receiving party's e-mail address

Any and all listings are subject to review and approval by the MLS and must comply with the MLS Rules and Regulations.

Seller may not terminate this Agreement while the property is under contract. If this Agreement expires while the property is under contract Seller must comply with the above.

Seller Initials:

Initial
DD

WARNING: A \$400 penalty may apply if Seller does not notify Broker by email within 24 Hours of Notice or Knowledge

13. EQUAL HOUSING OPPORTUNITY & FAIR HOUSING LAWS: Federal and state laws make it illegal for Seller/Owner, Broker, or anyone to refuse to show, display, lease or sell to any person because of, race, color, religion, national origin, sex, ancestry, physical or mental disability, familial status, pregnancy, sexual orientation, including but not limited to gender identity, unfavorable discharge from the military service, military status, order of protection status, an arrest record. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age). Seller/ Owner agrees to investigate and comply with all laws regarding discrimination.

14. General:

a. **Entire Agreement.** This Agreement (including the Terms of Use and Privacy Policy, each as updated by TOP Brokerage from time to time) represents the entire agreement between you and TOP Brokerage, and supersedes any prior or contemporaneous understandings or written or oral agreements between you and TOP Brokerage, with respect to the subject matter of this Agreement. Except for updates by TOP Brokerage to the Terms of Use and Privacy Policy, this Agreement may only be amended, changed or modified pursuant to a written document duly executed by both you and TOP Brokerage.

b. **Assignability:** Neither party may assign this Listing without the written consent of the other party.

c. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia (without giving effect to principles of conflicts of laws). The U.N. Convention on Contracts for the International Sale of Goods is expressly excluded. For any action or proceeding to enforce Arbitration or an Arbitration ruling or for an action for injunctive relief, you and TOP Brokerage each expressly consent to the (i) venue of Fulton County, Georgia, USA, and each party hereby expressly waives any objection to such venue based upon forum non-convenient or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Fulton County, Georgia, USA.

d. **Agreement to Be Bound and Survival.** Your agreement to be bound by this Agreement commences with the earlier of your executing this Agreement, your accessing or using the Service, or otherwise submitting information to TOP Brokerage through the Service. Your agreement to be so bound will continue until this Agreement is terminated pursuant to the terms of this Agreement or your right to access and use the Service is either canceled or terminated, subject to the survival of each of the following after such cancellation or termination: Sections 6 through 13 of this Agreement and any other obligation you have to TOP Brokerage. If, following the cancellation or termination of your right to access and use the Service, you access or use the Service or otherwise submit information through the Service, then you again, automatically and immediately, are bound by these Terms.

e. Seller may review the information Broker submits to an MLS or other listing service.

e. Broker advises Seller to remove or secure jewelry, prescription drugs, and other valuables.

f. **Counterparts and Electronic Versions.** This Agreement may be accepted in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed in electronic format and/or with digital signatures, each party reserves the right to only maintain an executed copy of this Agreement in electronic form, and each party hereby agrees that a print-out of such electronic form of this Agreement will be deemed an original for all purposes relating to the enforceability of the terms and conditions of this Agreement. This Agreement is intended to be the legal and binding agreement of the Seller's and Broker. The Parties acknowledge receipt of a signed copy of this Agreement.

g. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.

- h. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.
- i. Seller may review the information Broker Submits to an MLS or other listing services.

15. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 2 and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee.

16. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are: Information About Brokerage Services.

Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS LISTING Agreement.

Parties acknowledge receiving, reading, reviewing, and understanding: this Listing Agreement, any transaction broker agreements, and copies of these documents.

IN WITNESS WHEREOF, Parties: Broker and Seller/Ownership/Customer have duly authorized, executed and entered into this Listing Agreement.

Parties: The parties to this agreement (this Listing) are:

Broker:

TOP Brokerage, LLC License No: 000157265 - 0
 Name: Anthony Giglio License No: 000140525 - 5
 1050 Crown Point Pkwy Suite 500
 Atlanta, GA 30338
 United States
 support@topbrokerage.org

Date: 8/26/2024

Broker's Associate's Signature: _____

DocuSigned by:

 2AF7C215E3C54AB...

Sellers/ Owners/customer or authorized signator on behalf of the owners:

By checking this box and writing my name below (as an electronic signature), I acknowledge and accept the terms of the agreement, understand and agree that my electronic signature is the equivalent of a manual written signature

Seller Name: Dillon Dupree as AIF for Larry Merrill

Property address: 2129 GARLAND DR, VESTAVIA HILLS AL 35216

Date: 8/26/2024

Email Address: deals@embercapitalgroup.com **Phone:** 404-595-2214