## Exclusive Right of Sale Listing Agreement

## Harry Falck Realty Inc.

FloridaRealtors

6840 14th Street W Bradenton FL 34207

This Exclusive Right of Sale Listing Agreement ("Agreement") is between

("Seller") Lalo Rivera 2 ("Broker") and brokerage Harry Falck Realty, Inc. 3 Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal 4 property (collectively "Property") described below, at the price and terms described below, beginning 5 ("Termination Date"). Upon and terminating at 11:59 p.m. on June 25, 2025 December 26, 2024 6 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will 7 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge 8 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, 9 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local 10 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements. 11 2. Description of Property: 12 (a) Street Address: 1810 Florida Blvd, BRADENTON, FL 34207 13 14 Legal Description: LOT 9, BLOCK 25, TRAILER ESTATES, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 138 THROUGH 141, INCLUSIVE, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. Together with a a 1965 BELA, Title # 1881034, VIN # 10506523 ☐ See Attachment 16 (b) Personal Property, including appliances: 17 ■ See Attachment addendum to Property Discis being sold AS IS WITH RIGHT TO INSPECT 18 19 Property 
is is is not currently occupied by a tenant. If occupied, the lease term expires 20 Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller: 21 (a) Price: \$ 145,000.00 22 (b) Financing Terms: X Cash X Conventional X VA X FHA ☐ Other (specify) 23 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ 24 with the following terms: 25 ☐ Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$\_ plus 26 years beginning in The mortgage is for a term of \_ an assumption fee of \$ 27 % ☐ fixed ☐ variable (describe) at an interest rate of \_ 28 Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. Notice to Seller: (1) You may 29 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your 30 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required 31 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. 32 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's 33 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or 34 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are 35 advised to consult with a legal or mortgage professional to make this determination. 36 (c) Seller Expenses: Seller will pay mortgage discount, other closing costs, or concessions not to exceed 37 , and any other expenses Seller agrees to pay in connection with a transaction. 38 4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance with 39 this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best 40 interests, cooperating and communicating with other brokers and making the property available for showings. 41 Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller 42 because the Property will be exposed to a large number of potential buyers. As an MLS participant, Broker is 43 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public 44 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in 45 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to 46 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use 47 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker 48 otherwise in writing. 49 ) and Broker/Authorized Associate (KDM ) acknowledge receipt of a copy of this page, which is Page 1 of 5. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service. © 2024 Florida Realtors® ERS-20tb Rev 7/2024 d to Alta Star Software and ID1844842.455868 Software and added formatting © 2024 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898

(a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):  (ii) Public marketing includes, but is not limited to f, lyers, yard signs, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.  (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.  (iv) Use Seller's name in connection with marketing or advertising the Property.  (iv) Use Seller's name in connection with marketing or advertising the Property.  (iv) Use Seller's name in connection with marketing or advertising the Property.  (iv) Use Seller's name in connection with marketing or advertising the Property.  (iv) Use Seller's name in connection with marketing or advertising the Property.  (iv) Use Seller does not authorize Broker to display the Property on the MLS.  (ii) Seller understands and acknowledges that if Seller checks option 6(b)(i), a For Sale will not be placed upon the Property on the property on the MLS.  (iii) Seller understands and acknowledges that if Seller checks option 6(b)(i), Broker will be limited to marketing the Property on to agents within Broker's office.  (iv) Obtain information relating to the present mortgage(a) on the Property.  (d) Provide objective comparative market analysis information to potential buyers.  (e) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the Property's Security. Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and releases Broker, persons working through Broker, and Broker's local Reation Broker's local	50	6.	Brol	ker Authority: Seller authorizes Broker to:
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<ol> <li>Seller Obligations: In consideration of Broker's obligations, Seller agrees to:         <ul> <li>(a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.</li> <li>(b) Recognize Broker may be subject to additional MLS obligations and potential penalties for failure to comply with them.</li> <li>(c) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.</li> <li>(d) Inform Broker before leasing, mortgaging, or otherwise encumbering the Property.</li> <li>(e) Indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the existence of undisclosed material facts about the Property. This clause will survive Broker's performance at the transfer of title.</li> <li>(f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code Make all legally required disclosures, including all facts that materially affect the Property's value and are readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following and facts (local government building code violations, unobservable defects, etc.) other than the following and facts that the property is a constant.</li> </ul> </li> </ol>	83			Seller does not authorize third parties to write comments or reviews about the listing of this Property
<ul> <li>(a) Cooperate with Broker in carrying out the purpose of this Agreement, including fereining mineratory of Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.</li> <li>(b) Recognize Broker may be subject to additional MLS obligations and potential penalties for failure to comply with them.</li> <li>(c) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.</li> <li>(d) Inform Broker before leasing, mortgaging, or otherwise encumbering the Property.</li> <li>(e) Indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the existence of undisclosed material facts about the Property. This clause will survive Broker's performance at the transfer of title.</li> <li>(f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following material facts (local government building code violations, unobservable defects, etc.) other than the following the property is readily observable or known by illustrations, unobservable defects, etc.) other than the following the property is the property of the property of</li></ul>	84			display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this respect,
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the transfer of title.  (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code  (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following	95			negligence, representations, misrepresentations, actions, of macrons, to make the property of the deute will survive Broker's performance and
(f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following	96			existence of undisclosed material facts about the Property. This clause will survive broken a performance of undisclosed material facts about the Property.
(g) Make all legally required disclosures, including all facts that materially affect the Property's value and disclosures, including all facts that materially affect the Property's value and disclosures, and the Property state and disclosures,	97			the transfer of title.
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material facts (local government building code violations, unobservable defects, etc.) other than the following	100			
	101			material facts (local government building code violations, unobservable delects, etc.) other trial the following.
We the transfer of the state of the Agreement	102			
Collectual immediately inform <b>Broker</b> of any material facts that arise after signing this Agreement.				Seller will immediately inform Broker of any material facts that arise after signing this Agriculture and the services are seller will be sel
(h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting			(h	) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
requirements, and other specialized advice.			1	requirements, and other specialized advice.
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Licensed to Alta Star Software and ID1844842.455868 Software and added formatting © 2024 Alta Star Software, all rights reserved. • www.altastar.com • (877) 279-8898			Softw	vare and added formatting © 2024 Alta Star Software, all rights reserved www.altastar.com - (017) 270 5550

106 107	8.	compensation: Seller will compensate Broker as specified below if a buyer is procured who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other					
108		terms acceptable to Seller. Seller will pay Broker a	as follows:				
109		(-) F FA % of the total numbers price plus	S n/a OR S n/a , no				
	later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Br						
110		fee being earned					
111		(\$ or %) of the consideration paid	for an option, at the time an option is created. If the option is				
112		(b) n/a (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this					
113		subparagraph.					
114		(\$ or %) of gross lease value as a	leasing fee, on the date Seller enters into a lease or				
115		egreement to longs, whichever is earlier. This f	ee is not due if the Property is or becomes the subject of a				
116		contract granting an exclusive right to lease the	Property				
117		Contract granting an exclusive right to lease the	ces: (1) If any interest in the Property is transferred, whether by				
118		(d) Broker's tee is due in the following circumstant	ankruptcy, or any other means of transfer, regardless of whether				
119		sale, lease, exchange, governmental action, ba	other person. (2) If <b>Seller</b> refuses or fails to sign an offer at the				
120		the buyer is secured by Seller, Broker, or any	ults on an executed sales contract, or agrees with a buyer to				
121		price and terms stated in this Agreement, detail	days after Termination Date ("Protection Period").				
122		cancel an executed sales contract. (3) If, within <u>90</u> days after Termination Date ("Protection Period"), <b>Seller</b> transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom					
123		Seller transfers or contracts to transfer the Pro	perty of any interest in the Property before Termination Date.				
124		Seller, Broker, or any real estate licensee con	mmunicated regarding the Property before Termination Date.				
125			erty is relisted after Termination Date and sold through another				
126		broker.	Lada seriosa Broker is optitled to receive 50 % of all				
127		(e) Retained Deposits: As consideration for Bro	ker's services, Broker is entitled to receive 50 % of all				
128			ges for a buyer's default in a transaction, not to exceed the				
129		Paragraph 8(a) fee.	7.1				
130		(f)Brokerage commissions are not set by law and a					
131	9.	Notice to Seller Regarding Buyer Brokers: The	buyer's broker, even if compensated by Seller or Broker, will				
132		provide services for the buyer. Seller is advised an	nd is aware that Seller may, but is not required to, compensate a				
133		buyer's broker upon closing. Seller may choose to	enter into a separate written agreement to pay buyer's broker				
134		or may approve Broker to pay buyer's broker in ac	cordance with paragraph 10. Seller also understands				
135		<ul><li>(a) "Buyer's broker" may include this Broker in</li></ul>	f Broker also works with buyer on this transaction;				
136		(b) If this occurs during the duration of this list	ting, Broker will be entitled to the compensation in paragraph 8				
137		for services performed for Seller, as well a	as the buyer's broker compensation in paragraph 10(a) for				
138			hould therefore take this into consideration when negotiating				
139		compensation; and	to be the services condered to hunar by Broker				
140		(c) Broker may receive separate compensation	on from buyer for services rendered to buyer by <b>Broker</b> .				
141			well-sions are not get by law and are fully negotiable.				
142	10	Compensation to Buyer Brokers: Brokerage Co	ommissions are not set by law and are fully negotiable.				
143			; if no option is checked then option (c) is deemed to be				
144		selected):	exerting to humar's broker in the amount of: 2.75 % of the				
145		(a) Seller authorizes Broker to offer comp	ensation to buyer's broker in the amount of: 2.75 % of the				
146		purchase price or \$ (1	his amount will be paid from <b>Broker</b> to buyer's broker from the				
147		compensation amount agreed to in paragr	raph 8.) This compensation will be set forth in a separate written				
148		agreement between Broker and buyer's b	NOKER.				
149		(b) ☐ Seller authorizes Broker to offer comp	ensation to buyer's broker from Seller in the amount of:				
150		% of the purchase price or \$	. This compensation will be set forth in a separate				
151		written agreement between Seller and bu	yer's broker.				
152		(c) ☐ No compensation will be offered to buy	ers broker.				
153		had printed upon the many company to the first	tion broker Broker will deal beneatly and fairly: will account				
154	1	. Brokerage Relationship: Broker will act as a tra	ensaction broker. Broker will deal honestly and fairly; will account				
155		for all funds; will use skill, care, and diligence in the	te transaction; will disclose all known facts that materially affect				
156		the value of the residential property which are not	readily observable to the buyer; will present all offers and				
157		counteroffers in a timely manner unless directed of	otherwise in writing; and will have limited confidentiality with				
158		Seller unless waived in writing.					
159	41	Conditional Termination: At Seller's request, B	Broker may agree to conditionally terminate this Agreement. If				
		Broker agrees to conditional termination, Seller n	nust sign a withdrawai agreement, reimburse broker for all direct				
160							
161		Monlicable sales tax. Broker may void the condition	onal termination, and Seller will pay the fee stated in Paragraph				
162		Ve	DIAN Assembled as receipt of a convertible page which is Page 3 of 5				
	T	ne Parties acknowledge this form should not be used to share	acknowledge receipt of a copy of this page, which is Page 3 of 5. eoffers of compensation to buyer brokers or other buyer representatives via				
	a	y field in the Multiple Listing Service.	© 2024 Florida Realtors®				
		RS-20tb Rev 7/2024 icansed to Alta Star Software and ID1844842.455868	11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1				
		oftware and added formatting © 2024 Alta Star Software	e, all rights reserved. • www.altastar.com • (877) 279-8898				

administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.  15. Additional Terms:  Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e. facebook page or website. Broker makes every effort to post and publish information via its website and/or facebook page as quickly as possible.Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e. facebook page or website. Broker makes every effort to post pictures and information sheets on one or both of its online presences, i.e. facebook page as quickly as possible.  Data published for via, written, verbal or oral, is taken from public records or seller and/or both. We request mobile home titles at the time of listing prior to publishing information related to the manufacturer or year built of the home. If we do not have a mobile home title, we will use the information from the public records from	63 64 65	8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.
administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.  15. Additional Terms:  Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e. facebook page or website. Broker makes every effort to post and publish information via its website and/or facebook page as quickly as possible.Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e. facebook page or website. Broker makes every effort to post and publish information via its website and/or facebook page as quickly as possible.  Data published for via, written, verbal or oral, is taken from public records or seller and/or both. We request mobile home titles at the time of listing prior to publishing information related to the manufacturer or year built of the home. If we do not have a mobile home title, we will use the information from the public records from	67 68 69 70 71 72 73 74	matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Arbitration Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  Arbitration: By initialing in the space provided, Seller () (), and Broker or Authorized Associate () agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.
Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e.  facebook page or website. Broker makes every effort to post and publish information via its website and/or facebook page as quickly as possible.Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e. facebook page or website. Broker makes every effort to post and publish information via its website and/or facebook page as quickly as possible.  Data published for via, written, verbal or oral, is taken from public records or seller and/or both. We request mobile home titles at the time of listing prior to publishing information related to the manufacturer or year built of the home. If we do not have a mobile home title, we will use the information from the public records from	177 178 179 180 181 182 183	administrators, successors, and assigns. <b>Broker</b> may assign this Agreement to another listing office. This Agreement is the entire agreement between <b>Seller</b> and <b>Broker</b> . No prior or present agreements or representations will be binding on <b>Seller</b> or <b>Broker</b> unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.
Data published for via, written, verbal or oral, is taken from public records or seller and/or both. We request mobile home titles at the time of listing prior to publishing information related to the manufacturer or year built of the home. If we do not have a mobile home title, we will use the information from the public records from	186 187 188	facebook page or website. Broker makes every effort to post and publish information via its website and/or facebook page as quickly as possible. Broker reserves the right to post pictures and information sheets on one or both of its online presences, i.e. facebook page or website. Broker makes every effort to post and publish
the home. If we do not have a mobile home title, we will use the information from the public records from		Data published for via, written, verbal or oral, is taken from public records or seller and/or both. We request
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0	Seller's Signature: Lato Stores (Dec 26, 2004 (9936 EST)	Date:Dec 26, 2024
9	Lalo Rivera  Home Telephone: 941-822-3330 Work Telephone:	Facsimile:
	Address: 348 Cantabria Trail, Bradenton FL 34208	
	Email Address:	Edwin Berth Les Duits
	Seller's Signature:	Date:
	Home Telephone:Work Telephone:	Facsimile:
	Address:	
	Email Address:	
	Broker or Authorized Sales Associate: Kimberly D. Marle Kimberly D. Marger	Date: <u>December 26, 2024</u>
	Brokerage Firm Name: Harry Falck Realty. Inc.	Telephone: <u>941-756-8811</u>
	Address: 6840 14th Street W. Bradenton, FL 34207	III A IN RECOGNIZATION AND
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