

DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

COMMERCIAL AUCTION LISTING AGREEMENT

1. **EXCLUSIVE RIGHT TO SELL:** The undersigned Owner Ballou Enterprise LLC, member Andrew Ballou (the "Owner") hereby grant unto Dudley Auctions Inc. dba Dudley Resources (the "Company") the exclusive and irrevocable right and privilege beginning this day, 06/19/2025, and ending at 11:59 p.m. 180 days from the end of the auction, to sell the property described herein (the "Property").

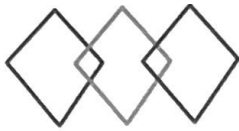
Address: 11702 Spotswood Trl, Elkton, VA 22827 & 11704 Spotswood Trl, Elkton, VA 22827

Parcel ID: 129-6-2 & 129-6-3

Legal Description: L & J SBDV L2; L & J SBDV L3

In the event Owner, during the term hereof, agrees to sell the property described herein, and for any reason the purchase and sale transaction is not consummated, Owner agrees that Company shall continue to have the right to sell the property and to file the property with the Central Virginia Regional Multiple Listing Service ("CVRMLS").

2. **AUCTION TERMS:**
 - a. Minimum Reserve (includes 10% Buyer's Premium): \$TBD
 - b. Commission/Buyer's Premium (Paid by Buyer): 10% of High Bid
 - c. Opening Bid: \$TBD
 - d. Sale Date: TBD
 - e. Closing Within: 45 Days
 - f. Marketing Fee (Paid by Owner at the signing of this agreement): \$5,000.00
 - g. Postponement/ Cancellation Fee: 10% of Tax Assessment Per Parcel
 - h. All offers will be presented to the Owner. The Owner reserves the right to accept or reject any offer BELOW the above listed Minimum Reserve.
3. **COMPANY AUTHORITY AND OBLIGATIONS:** Company shall have the full authority to conduct the sale of the Property in the type, manner and method that Company deems appropriate to achieve a sale of the Property under the terms and conditions specified by the Owner. Company is hereby given complete authorization to offer the Property for sale at or above the listing price, if any, or at or above the reserve price, if any, before auction, at auction or after auction, upon Owner consent. Nothing in this Agreement shall obligate the Company to select or pursue one method of sale over another.
4. **COMMISSION/BUYER'S PREMIUM:** The Company will charge a Commission/Buyer's Premium as identified above. The Commission/Buyer's Premium will be added to the amount of the high bid to become the total purchase price of the Property, which shall be due and payable at settlement/closing. The Commission/Buyer's Premium will be deemed earned by the Company upon the sale of the property at auction upon closing. Upon the effective date of this Agreement, the Company shall be entitled to the Commission/Buyer's Premium identified above at the time of any transfer of the Owner's interest in the Property (including any sale of any applicable promissory note) up to and



DUDLEY RESOURCES

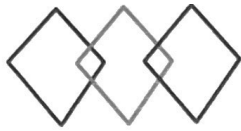
BROKERAGE - AUCTIONS - MANAGEMENT

including any auction of the Property. In the event of default due to the fault of the Purchaser, the Company, as their commission, shall retain the deposit.

5. **POSTPONEMENT/CANCELLATION FEE:** Owner acknowledges that if Owner postpones or cancels the auction without advance written consent of the Company, such Postponement or Cancellation will cause the Company to incur substantial economic damages and losses that are impossible to compute and ascertain with certainty and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, Owner agrees to pay the Company the Postponement fee set out under paragraph 2, line item G. For the purposes of this Agreement, "Postponement" shall mean the delaying of a scheduled auction for a period of time not to exceed 90 days from the date of the Company receiving notification from the Owner of a desire to delay the scheduled auction. Any Postponement of a scheduled auction for more than 90 days shall be deemed to be a Cancellation. In the event of a Cancellation of a scheduled auction, Owner shall pay to the Company the Cancellation fee set out above. "Cancellation" of a scheduled auction shall mean the notification by the Owner to the Company that the Owner no longer wishes to auction the Property pursuant to this Agreement or a postponement of a scheduled auction for more than 90 days.
6. **MULTIPLE LISTING SERVICE:** Owner is aware that Company, a CVR MLS member, will file the Property and all pertinent information regarding it with CVR MLS. Such information, together with any other information provided to or obtained by Company with respect to the Property, may be disclosed to prospective purchasers and other Companies and may be included in all listings and other materials distributed by CVR MLS either before or after the term of this listing or the sale of the Property. Owner acknowledges that by not allowing the publication of their Property in CVR MLS, Owner will substantially reduce the number of potential purchasers and cooperating real estate offices who would learn about the availability of the Property. It is further understood that Company will furnish to CVRMLS notice of all changes of information concerning the Property, and that upon completion of a fully executed Property sales agreement, Company will notify CVR MLS of said sale.
7. **DUAL AND DESIGNATED AGENCY:** Owner hereby [select one]: **X** consents **OR** does not consent to dual agency regarding the sale of the Property. Owner hereby [select one]: **X** consents **OR** does not consent to designated agency regarding the sale of the Property. Dual and designated agency requires written approval of both Owner and purchaser in a real estate transaction prior to commencement of dual or designated agency. Owner is advised that a purchaser may employ the services of a buyer's agent or representative. Owner should not disclose any confidential information to prospective purchasers or to real estate licensees other than Broker.
8. **ADVERTISING AND ACCESS:** Broker is authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the sale thereof. Owner agrees to make the Property available to Broker and real estate brokers and salespersons employed by or affiliated with Broker at all reasonable hours for showing to prospective purchasers. Owner also agrees to refer to Broker all inquiries or offers which Owner may receive regarding the Property during the Listing Period or any extension thereof.
9. **INTERNET AND OTHER MEDIA:** Owner authorizes the dissemination of Property/sales information to CVR MLS participants, including electronic format, magazines and other media. CVR MLS Companies may publish listings of competing Companies on their web sites. If authorized below, Company's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property. If Owner does not want the Property listing or address displayed on the Internet, Owner must complete the "OPT OUT OF INTERNET" section below.

OPT-OUT OF INTERNET: *Complete this section only if Owner desires to opt out of Internet display*

Owner may opt out of having the property listing or property address displayed on the Internet by selecting Option A or B below.



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

Option A: ____ Owner has advised Company that Owner **does not** want the Property displayed on the Internet.

OR

Option B: ____ Owner has advised Company that Owner **does not** want the address of the Property displayed on the Internet.

Owner understands and acknowledges that if Option A has been selected, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search.

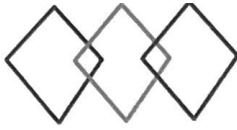
____ / ____ (Owner's Initials)

Owner (*initial one*): ____ authorizes **OR** ____ does not authorize third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (*initial one*): ____ authorizes **OR** ____ does not authorize an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing.

Notwithstanding the above instructions that will be associated with Owner's MLS Property listing, Owner acknowledges that Company cannot control the content of third-party websites that may display information or values about Owner's Property.

10. **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY ASSIGNMENT.** Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Company, or otherwise obtained or produced by Company in connection with this Agreement, and any changes to such information (the "Listing Content"), may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner does hereby irrevocably assign and transfer to Company any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Owner may have or acquire in and to any and all Listing Content. If Owner irrevocably assigns and transfers to Company the said rights, then Owner represents and warrants to Company that the Listing Content and this assignment of rights to Company does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Owner shall indemnify Company, its agents and employees, against all damages, costs, and liabilities, including attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.
11. **AUTHORITY TO ENGAGE IN SUBCONTRACTORS ON BEHALF OF THE Owner:** Owner authorizes Company to engage and sign agreements with other real estate agents, real estate firms or any other subcontractors that the Company deems necessary to help procure a buyer for the Property. Examples include but are not limited to local real estate companies that can add the listing to local MLS systems, local real estate agents to facilitate showings at the Property, or a professional photographer to take photos of the Property. However, all fees whether to the Company or any Subcontractor shall be derived from the Commission/Buyer's Premium as defined in paragraph 2.(b) and shared between Company as mutually agreed between Company and Subcontractor and only due and payable upon closing and transfer of title of the Property.
12. **RECORDINGS WITHIN THE PROPERTY:** If Owner records or allows remote monitoring of audio or video within the Property, Owner understands recording or transmitting audio or video of prospective purchasers or their representatives may result in violation of state and/or federal laws. Further, Owner acknowledges that prospective

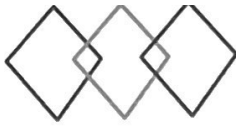


DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

purchasers may photograph or video the interior of the Property. Owner should remove any items of a personal nature that Owner does not want photographed, recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Owner hereby releases and indemnifies Company, its agents and employees, from any liability which may result from Owner's recording or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images, or video of the Property.

13. **ENFORCEMENT:** If Owner sells, conveys, or otherwise transfers the Property within 365 days after the expiration of this Agreement to a person or persons with whom Company or any member of CVRMLS has negotiated as a prospective purchaser during the term of this Agreement, Company shall be deemed to have earned the Fee provided herein and such Fee shall be due and payable to Company pursuant to the terms of this Agreement; provided, however, that (i) Company has given written notice to Owner of the name of such purchaser prior to the expiration of the term of this Agreement, and (ii) Owner has not entered into a valid listing agreement with any other licensed Company. Further, Owner Agrees if, (i) after a valid contract for the purchase of the Property is executed by Owner and any purchaser(s), there is a default by Owner which prevents performance of such contract through no fault of Company, or (ii) Owner fails to fully perform the obligations of Owner set forth herein, then Company may take action to enforce this Agreement or collect any costs, Fees and/or damages. Owner agrees to reimburse, indemnify and pay Company, its agents and employees, for Company's Fee, damages and collection costs incurred in the enforcement of this Agreement, including expenses and attorney's fees.
14. **STANDARD PROVISIONS:**
 - a. Owner acknowledges that Company is representing Owner as a standard agent under this Agreement. In accordance with law, Company hereby discloses to Owner that Company and Company's real estate licensees are the agents of Owner in connection with marketing the Property under this Agreement. As such, Company and its licensees owe Owner duties as defined in Section 54.1-2131, Code of Virginia. Company and its licensees are required to treat all parties to a transaction honestly. Without breaching their duties to Owner, Company and its licensees may provide prospective purchasers with information about the Property and may assist a prospective purchaser in preparing an offer to purchase the Property. Company and its licensees have a duty to submit to Owner all offers to purchase the Property. Company and its licensees shall not disclose to prospective purchasers (or their real estate licensees) the terms of any other offers to purchase the Property received by Company without Owner's prior written consent.
 - b. This Agreement is intended solely to define the relationship between Owner and Company. It is not intended to be an offer to sell to a third party, nor may any third party rely upon it as such an offer. Further, this Agreement does not confer upon Company the power or authority to either make or accept an offer or counteroffer to sell the Property. The Property may be sold only by a written agreement executed by Owner, or by an attorney-in-fact for Owner under a written power of attorney. Company's authority hereunder shall be limited to marketing the Property for sale and such activities as are necessary or incidental thereto, including without limitation accepting and holding an earnest money deposit in accordance with the Regulations of the Virginia Real Estate Board. If Owner withdraws the Property from the market during the initial term of this Agreement or any extension thereof, without written consent from Company, or otherwise prevents Company from selling the Property during the initial term or any extension thereof, Owner agrees to pay Company the Fee set forth in paragraph 5 as compensation for its services hereunder.
 - c. If, after a valid contract for the purchase of the Property is executed by Owner and a purchaser, there is a default by such purchaser which prevents performance of such contract through no fault of Owner, Company agrees that Owner will not be liable for the Fee of Company and that Company shall look to such defaulting purchaser for compensation relating to such contract. Owner agrees that if such a default occurs, this Listing Agreement shall remain in effect between Owner and Company until its expiration and that payment of the Fee of Company by

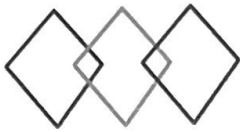


DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

such defaulting purchaser or purchasers shall not satisfy an obligation which may arise if, subsequent to such default, another valid contract for the purchase of the Property is brought about by Company.

- d. Owner agrees that during the initial term or any extension thereof, Company is authorized to place "FOR SALE" or "FOR AUCTION" signs on the Property, to remove any other "FOR SALE" or "FOR AUCTION" signs and to take all appropriate action to bring about a sale of the Property. Owner agrees to make the Property available to Company and real estate licensees employed by or affiliated with Company at all reasonable hours for showing to prospective purchasers. Owner also agrees to refer to Company all inquiries or offers which Owner may receive regarding the Property.
 - e. In the event of a sale of the Property, Owner agrees to convey the Property to any purchaser with a marketable deed with the usual English covenants of title and free and clear from all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property, and subject, in all events, to the specific terms and conditions contained in the contract of sale. If the examination reveals a title defect that can be remedied by legal action or otherwise within a reasonable time, Owner, at Owner's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within one hundred eighty (180) days after Owner receives notice of the defect, then either party may terminate this Agreement at the expiration of such one hundred eighty (180) day period by written notice to the other party.
 - f. Owner agrees that in consideration of the use of the services and facilities of Company and/or CVRMLS, neither Company, its officers, directors, employees and real estate licensees employed by or affiliated with Company showing the Property to prospective purchasers, nor CVR MLS, its directors, officers and employees, including officials of any Association of REALTORS®, shall be liable for any vandalism, theft or damage of any nature whatsoever to the Property or its contents during the initial term and any extension hereof, and Owner waives any and all rights, claims, and causes of action against any of them and holds them harmless for any property damage or personal injury arising from the use of or access to the Property by any person during the initial term and any extension thereof, but excluding property damage or personal injury arising out of their own negligence.
15. This Agreement is a legally binding agreement which may not be modified or changed except by written instrument executed by the parties. It shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the other parties. The parties hereto acknowledge that each of them has received a copy of this agreement. Owner is advised to seek legal advice if the contents of this Agreement are not understood.
 16. **ELECTRONIC SIGNATURES:** In accordance with the Uniform Electronic Transactions Act regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.



DUDLEY RESOURCES

BROKERAGE - AUCTIONS - MANAGEMENT

Designated Agent's Name and Information:

Agent's Name: Tim Dudley

Email: tdudley@dudleyresources.com

Cell No.: (757) 288-1854

Agent's DPOR License No.: 225224467

Witness the following duly authorized signatures:

	6/25/25	Andrew Ballou
Owner Signature	Date	Owner Printed Name

Owner Signature	Date	Owner Printed Name

Owner's Name: Ballou Enterprise LLC, member Andrew Ballou

Owner's Mailing Address: 30 Algonquin Drive, Chappaqua, NY 10514

Owner's Email: ballouandrew91@gmail.com

Owner's Phone Number: 914 522-0861

Dudley Auctions Inc. dba Dudley Resources

Signed by: 	7/2/2025	Tim Dudley
Signature of Company or Authorized Agent	Date	Company or Authorized Agent's Printed Name