

Exclusive Brokerage Listing Agreement



1 This Exclusive Brokerage Listing Agreement ("Agreement") is between
2 _____ Oscar B. Peña 2024 Revocable Living Trust _____ ("Seller")
3 and brokerage _____ US Interamerican Realty LLC _____ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real
5 and personal property (collectively "Property") described below, at the price and terms described below, beginning
6 January 11, 2026 and terminating at 11:59 p.m. on June 11, 2026 ("Termination Date"). Seller
7 reserves the right to sell the Property directly to a buyer without the assistance of any real estate licensee and, if
8 successful, does not owe Broker a commission. Upon full execution of a contract for sale and purchase of the
9 Property, all rights and obligations of this Agreement will automatically extend through the date of the actual
10 closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This
11 Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national
12 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is
13 legally entitled to convey the Property and all improvements.

14 **2. Description of Property:**
15 (a) **Street Address:** 302 S Collins Street, Plant City FL 33563

16 _____
17 Legal Description: Florida railway and Navigation Company's Addition that part of block 3 Desc as B,
18 _____ See Attachment _____

19 (b) **Personal Property, including appliances:** _____
20 _____ See Attachment _____

21 (c) **Occupancy:**
22 Property is is not currently occupied by a tenant. If occupied, the lease term expires Dec 31, 2026.

23 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:
24 (a) **Price:** \$390,000.00

25 (b) **Financing Terms:** Cash Conventional VA FHA Other (specify) _____
26 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____
27 with the following terms: _____
28 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
29 an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
30 _____, at an interest rate of _____% fixed variable (describe) _____.

31 Lender approval of assumption is required is not required unknown. **Notices to Seller:** (1) You may
32 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
33 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
34 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.
35 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's
36 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or
37 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are
38 advised to consult with a legal or mortgage professional to make this determination.

39 (c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed
40 \$ _____, and any other expenses Seller agrees to pay in connection with a transaction.

41 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with
42 this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best
43 interests, cooperating and communicating with other brokers and making the property available for showings.

44 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
45 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
46 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public
47 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in

Seller (OP) (_____) and Broker/Authorized Associate (_____) (MU) acknowledge receipt of a copy of this page, which is Page 1 of 5.
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any field in the Multiple Listing Service.

48 the MLS unless **Seller** directs **Broker** otherwise in writing. (See paragraph 6(b)(i)). **Seller** authorizes **Broker** to
49 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use
50 by authorized Board / Association members and MLS participants and subscribers unless **Seller** directs **Broker**
51 otherwise in writing. The **Seller** and **Broker** agree to adhere to each local MLS's policies and further agree to
52 execute any applicable forms as necessary

53 **6. Broker Authority: Seller** authorizes **Broker** to:

54 **(a)** Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):

55 **(i)** Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
56 websites, brokerage website displays (i.e. IDX or VOW unless marketing options pursuant to local MLS
57 rules apply), email blasts, multi-brokerage listing sharing networks and applications available to the
58 general public.

59 **(ii) Public marketing also includes marketing the Property to real estate agents outside Broker's**
60 **office.**

61 **(iii)** Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.

62 **(iv)** Use **Seller's** name in connection with marketing or advertising the Property.

63 Display the Property on the Internet except the street address.

64 **(b)** Not Publicly Market to the Public/Seller Opt-Out:

65 **(i)** **Seller** does not authorize **Broker** to display the Property on the MLS.

66 **(ii)** **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale sign will not be placed
67 upon the Property and

68 **(iii)** **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
69 marketing the Property only to agents within **Broker's** office.

70 OP / _____ **Initials of Seller**

71 **(c)** Obtain information relating to the present mortgage(s) on the Property.

72 **(d)** Provide objective comparative market analysis information to potential buyers.

73 **(e) (Check if applicable)** Use a lock box system to show and access the Property. A lock box does not
74 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock
75 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor
76 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.

77 Withhold verbal offers. Withhold all offers once **Seller** accepts a sales contract for the Property.

78 **(f) Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
79 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
80 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
81 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
82 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
83 comments and reviews about this Property.

84 **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
85 estimate) to be displayed in immediate conjunction with the listing of this Property.

86 **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
87 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

88 **7. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:

89 **(a)** Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
90 **Broker** all inquiries from real estate licensees regarding the Property's transfer, whether by purchase or any
91 other means of transfer.

92 **(b)** Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply
93 with them.

94 **(c)** Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
95 reasonable times.

96 **(d)** Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property and immediately upon
97 entering into a sales contract with a buyer procured by **Seller**.

98 **(e)** Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
99 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
100 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the
101 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and
102 the transfer of title.

103 **(f)** Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).

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any field in the Multiple Listing Service.

104 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
105 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
106 material facts (local government building code violations, unobservable defects, etc.) other than the following:
107

108 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

109 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
110 requirements, and other specialized advice.

111 8. **Compensation:** **Seller** will compensate **Broker** as specified below if a buyer is procured who is ready, willing,
112 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
113 terms acceptable to **Seller**. **Seller** will pay **Broker** as follows:

114 (a) 2.5% of the total purchase price plus \$_____ OR \$_____, no
115 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**
116 fee being earned.

117 (b) 2.5% (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
118 exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this
119 subparagraph.

120 (c) 1 month's re (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or
121 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
122 contract granting an exclusive right to lease the Property.

123 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
124 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, with the assistance of
125 any real estate licensee. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this
126 Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales
127 contract. (3) If, within 90 days after Termination Date ("Protection Period"), **Seller** transfers or contracts to
128 transfer the Property or any interest in the Property to any prospects with whom **Broker** or any other real
129 estate licensee communicated regarding the Property before Termination Date. However, no fee will be due
130 **Broker** if the Property is relisted after Termination Date and sold through another broker.

131 (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive 50% of all
132 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the
133 Paragraph 8(a) fee.

134 (f) **Brokerage commissions are not set by law and are fully negotiable.**

135 9. **Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by **Seller** or **Broker**, will
136 provide services for the buyer. **Seller** is advised and is aware that **Seller** may, but is not required to, compensate a
137 buyer's broker upon closing. **Seller** may choose to enter into a separate written agreement to pay buyer's broker
138 or may approve **Broker** to pay buyer's broker in accordance with paragraph 10. **Seller** also understands

139 (a) "Buyer's broker" may include this **Broker** if **Broker** also works with buyer on this transaction;

140 (b) If this occurs during the duration of this listing, **Broker** will be entitled to the compensation in paragraph 8
141 for services performed for **Seller**, as well as the buyer's broker compensation in paragraph 10(a) for
142 services performed for buyer; the **Seller** should therefore take this into consideration when negotiating
143 compensation; and

144 (c) **Broker** may receive separate compensation from buyer for services rendered to buyer by **Broker**.

145 10. **Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**

146 **Seller** approves the following (check one option; if no option is checked then option (c) is deemed to be selected):

147 (a) **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: _____% of the
148 purchase price or \$_____. (This amount will be paid from **Broker** to buyer's broker from the
149 compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written
150 agreement between **Broker** and buyer's broker.

151 (b) **Seller** authorizes **Broker** to offer compensation to buyer's broker from **Seller** in the amount of:
152 _____% of the purchase price or \$_____. This compensation will be set forth in a separate
153 written agreement between **Seller** and buyer's broker.

154 (c) No compensation will be offered to buyer's broker.

155 11. **Brokerage Relationship: (check whichever applies)** **Broker** will act as a transaction broker, act as a
156 single agent of **Seller**, act as a single agent of **Seller** with consent to transition to transaction broker, or
157 have no brokerage relationship with **Seller**.

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any field in the Multiple Listing Service.

158 **12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
159 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
160 expenses incurred in marketing the Property, and pay a cancellation fee of \$850.00 _____ plus
161 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
162 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
163 during the time period from the date of conditional termination to Termination Date and Protection Period, if
164 applicable.

165 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
166 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
167 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator
168 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
169 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
170 **Arbitration:** By initialing in the space provided, **Seller** (OP) (____), and **Broker or Authorized Associate**
171 (ML) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in
172 which the Property is located in accordance with the rules of the American Arbitration Association or other
173 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision
174 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and
175 will equally split the arbitrator's fees and administrative fees of arbitration.

176 **14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
177 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
178 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
179 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
180 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
181 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
182 of potential or actual transferees.

183 **15. Additional Terms:** _____
184 Broker has up to 10 days from the effective day to prepare and upload the listing on the MLS. _____
185 Buyer's agent commission will be paid by the Seller and will be negotiated in a case to case basis according to
186 the offer received. _____
187 _____

188 **Seller's Signature:** Oscar Pena _____ Date: 01/12/2026 _____

189 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

190 Address: _____

191 Email Address: _____

192 **Seller's Signature:** _____ Date: _____

193 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

194 Address: _____

195 Email Address: _____

196 **Broker or Authorized Sales Associate:** _____ Maria Urbano Date: _____ 01/11/2026 _____

197 Brokerage Firm Name: _____ US Interamerican Realty LLC _____ Telephone: _____ 9542533989 _____

198 Address: _____ 13361 N 56th Street, Tampa FL 33617 _____

199

Seller (OP) (____) and Broker/Authorized Associate (____) (ML) acknowledge receipt of a copy of this page, which is Page 4 of 5.
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200

201

Copy returned to **Seller** on _____ by email facsimile mail personal delivery.

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