ALTRU Realty
Agreement to List and Maintain Real Properties

Altru® MLS Listing
Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between all persons or entities authorized to sell this property and/or have ownership interest ("SELLER") and ALTRU Realty ("BROKER").

1) **Authority to Sell Property:**

A) SELLER gives BROKER the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning the 13th day of March, 2026, (or date of MLS Listing Entry) and terminating on the 13th day of September, 2026. Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. SELLER and BROKER acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. SELLER certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

B) SELLER can cancel this Agreement and permanently/unconditionally withdraw listing from the MLS by giving the BROKER a 60 day written notice (or electronic signature via online source approved by BROKER).

2) **Description of Property:**

A) Real Property Street Address: 3570 NW 39th Ave Lot 002, Gainesville, FL 32606

B) Legal Description: COM SW COR SE1/4 N 525 FT TO POB E 210 FT N 105 FT W 210 FT S 105 FT TO POB OR 1576/1357)(LESS R/W PER OR 1687/57) (LESS PARCEL 1 DESC AS: COM SW COR OF THE SE 1/4 N 00 DEG 08 27 SEC E 50 FT POB N 00 DEG 08 MIN 27 SEC E 209.94 FT S 89 DEG 32 MIN 14 SEC E

C) Personal property included:

D) Occupancy: Property is not currently occupied by a tenant. If occupied, the lease term expires _____
Additional Lease Information: _____

3) **Price and Terms:** The Property is offered for sale with the following terms, or with other terms acceptable to SELLER:

A) Price: $169,000 Price includes all fixtures, personal property defined above, and major appliances except:

B) Financing Terms: Cash, Conventional FHA, VA

4) **BROKER Obligation and Authority:** BROKER agrees to make diligent and continued efforts to sell the Property until a sales contract is obtained. SELLER authorizes BROKER to:

A) Advertise the Property as BROKER deems advisable in publications, computer networks, including the Internet and other media, and allow appropriate transaction signs on the Property where allowed, including "For Sale" and "Pending/Contract Pending" signs (once SELLER signs a sales contract).

B) Place the Property in a Multiple Listing Service(s) (MLS). SELLER authorizes BROKER to report to the MLS/Association of Realtors® this listing information and price, terms and financing information on any resulting sale. SELLER authorizes BROKER, the MLS and/or Association of Realtors® to use, license, or sell the active listing and sold data.

C) If SELLER decides to use a lock box so that licensed real estate agents to access the property, SELLER acknowledges that 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 the SELLER's benefit and releases BROKER, persons working through BROKER and BROKER's local Realtor® Board/Association from all liability and responsibility in connection with any loss that occurs.

D) Act as a Single Agent (see Single Agent Notice at end of agreement)

E) BROKER for ALTRU Realty should not be relied upon or held responsible for the following: to be physically present at Property inspections, Property appraisals, closing, or be held responsible for delivery of keys.

5) **SELLER Obligations:** In consideration of BROKER's obligations, SELLER agrees to:

A) Cooperate with BROKER in carrying out the purpose of this Agreement, including informing BROKER prior to selling, leasing, mortgaging, or otherwise encumbering the Property.

B) SELLER further agrees to provide agents/brokers access to the Property or make the Property available for showing during reasonable times.

C) Make all legally required disclosures, including all facts that may materially affect the Property's value and are not readily observable or known by the buyer. SELLER represents and warrants that:

i) SELLER knows of no such material facts except those expressly set forth in the SELLER's Real Property Disclosure Statement

ii) There are no prior listings, sale or other agreements affecting the Property that have not been lawfully terminated

iii) Immediately inform BROKER of any material facts that arise after signing this Agreement

iv) SELLER certifies and represents that SELLER knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following: _____

D) Consult appropriate professionals for legal, tax, zoning, permitting, square footage, property condition or size, environmental, foreign reporting requirements and other specialized advice (SELLER acknowledges that Listing Broker and its salespersons are not qualified or authorized to give such advice and, if given, SELLER shall not rely in any way on such advice); and

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

i) any loss or theft relating to the use of a lock box or form SELLER's failure to remove or secure valuables,

ii) the existence of undisclosed material facts about the Property, or

iii) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from BROKER. This clause will survive BROKER's performance and the transfer of title.

F) Perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).

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.

H) Immediately inform BROKER of any material facts that arise after signing this Agreement.

6) **Third Party Vendors:** As a courtesy, BROKER may provide SELLER with one or more names of service providers including but not limited to, inspectors, engineers, contractors, repairpersons, or attorneys that other consumers have used or of whom we are aware. The final choice of any service provider rests solely with SELLER and SELLER is free to choose any provider, whether the name appears on any list or not.

The providing of such names shall not in any way be construed to be a recommendation or endorsement of, nor is BROKER warrant the work of, any of the named providers. SELLER agrees to hold BROKER harmless from any and all claims or losses that in any way arise out of, or relate to, the selection or use of any such service provider.

7) **Compensation:** SELLER agrees to compensate BROKER as specified below for procuring a buyer 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 terms acceptable to SELLER.

A) SELLER will compensate BROKER as follows: $0 up front and an at-close commission based on one of the following transaction types:

i) If BUYER is represented by licensed agent other than BROKER, then SELLER agrees to compensate the Buyer's Agent (also referred to "Selling Agent" in MLS) the agreed commission $4,500 and compensate BROKER 1.5% at close (minimum $4,500).

ii) If BUYER is not represented by a licensed agent other than BROKER, SELLER agrees to compensate BROKER 3% at close ($4,500 minimum).

B) BROKER's compensation is due in the following circumstances:

i) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by SELLER, BROKER, or any other person.

ii) If Seller refuses or fails to sign an offer at the price and terms in this agreement, defaults on an executed contract, or agrees with a buyer to cancel an executed contract.

iii) During the last 15 days of a listing agreement, should an offer be submitted for possible acceptance or negotiations, SELLER agrees to extend listing agreement for an additional 30 days, allowing BROKER and SELLER ample time to address and negotiate offer.

iv) If, within 60 days after Termination Date ("Protection Period"), SELLER transfers or contracts to transfer the Property or any interest in the Property to a BUYER who was introduced to the Property prior to the Termination Date by showing or communications with SELLER, BROKER or other licensee regarding the property.

v) If SELLER is found to be in breach of this Agreement.

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

SELLER(s), please initial here SC DO _____ _____ _____

8) **Cooperation and Compensation with Other Brokers and Deposits:** BROKER agrees to cooperate with all other brokers and SELLER acknowledges the following:

A) A commission may be due at closing to another agent/broker as specified in sales contract for procuring a buyer who is ready, willing, and able to purchase the Property. If Property is sold by an agent/broker, SELLER agrees to pay $4,500 of the total purchase price and a bonus of $0.

B) In Florida, there are 3 types of "agency relationships" that agents may have with buyer or seller clients, as listed below. Regardless of which agency relationship an agent has with their buyer, ALTRU Realty will cooperate with any of these 3 agency relationships listed below and pay the offered co-broke commission of $4,500. Only one commission would be paid to one agent on the buyer side.

i) Buyer's Agent: Agents that have an exclusive relationship with buyer owes obedience to buyer as one of the predominant conditions of employment.

ii) Transaction Broker: Agent that have conditions of employment that include honest and forthright dealing with buyer and seller, all parties should be treated equally.

iii) No-Brokerage Relationship: Agents that typically have less responsibility than the above Transaction Broker relationship to buyer and seller.

9) **Use of Listing Content; Intellectual Property License:**
Unless SELLER delivers to BROKER a written certification, in a form acceptable to BROKER, that SELLER does not desire the Listing Content to be disseminated by a multiple listing service, SELLER 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 SELLER to BROKER or BROKER's agent (the "SELLER Listing Content"), or otherwise obtained or produced by BROKER in connection with this Agreement (the "BROKER Listing Content"), and any changes to the SELLER Listing Content or the BROKER Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the SELLER Listing Content, to prepare derivative works of the SELLER Listing Content, and to distribute the SELLER Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. SELLER represents and warrants to BROKER that the SELLER Listing Content, and the license granted to BROKER for the SELLER Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. SELLER acknowledges and agrees that as between SELLER and BROKER, all BROKER Listing Content is owned exclusively by BROKER, and SELLER has no right, title or interest in or to any BROKER Listing Content.

Unauthorized use of any photography or other media owned by another party, with or without an identifiable watermark, or otherwise known (or unknown) to belong to another party (such as a prior listing agent, photographer, videographer, or from a website) may result in a copyright infringement lawsuit (Copyright Act, 17 U.S.C 501) against the BROKER. Should SELLER or SELLER'S representative provide photos to BROKER for advertising the property named in this AGREEMENT that are not owned by the SELLER, this may cause an action or lawsuit that could result in a significant monetary claim against BROKER. Should legal action be taken against BROKER that results in a court awarding damages to the Plaintiff/owner of copyrighted materials (or settlement is paid to Plaintiff by BROKER's liability insurance), SELLER agrees to take full responsibility for damages and legal fees and/or repayment of liability insurance deductible plus related damages incurred by BROKER a result of copyright infringement claim.

Multiple Listing Services adhere to strict copyright policies and therefore BROKER can face immediate fines as a result of copyright infringement. Any photography that is downloaded from another site or content (i.e., "property description") that is copied from another listing is potentially a copyright infringement. If your property has been listed by another agent before being listed with us, the photography and content is the property of that agent. It is your responsibility to have written permission to use previously listed photography or content before it is uploaded into our system. Should BROKER incur a fine as a result of

copyright infringement by use of the content or photography uploaded by the SELLER, the fine will be assessed to SELLER. Any content or media that is found to be in violation will be immediately removed from all websites and MLS systems where the information is displayed. If MLS assesses fine to BROKER, SELLER will be notified of the infringement and the fine notice and will be responsible for updating photography or content before it can be posted online. Note that copying a property description (entirely or in part) from other unrelated property address is still subject to copyright infringement fines.

SELLER(s), please initial here DO _____ _____

10) **Miscellaneous:**
This Agreement is binding on BROKER's and SELLER's heirs, personal representatives, administrators, and successors. 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. The term BROKER includes Broker's sales associates and employees. Time is of the essence. Paragraphs titled "COMPENSATION", "DISPUTE RESOLUTION", "GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL", "SEVERABILITY", and NOTICES shall survive the termination or expiration of this Agreement.

11) **Dispute Resolution:** This agreement will be construed under Florida law. All controversies, claims, and other 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. Arbitration: SELLER and BROKER 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 (including appeals and interpleaders) will pay its own fees, costs and expenses, including attorney's fees, and will equally split the arbitrators' fee and administrative fees of arbitration.

12) **Governing Law, Venue, and Waiver of Jury Trial:** This agreement will be construed under Florida law. In the event of litigation or arbitration involving BROKER in any way arising out of or relating to this Agreement, the Property, or relationship created hereunder, venue shall be exclusively in Pinellas County, Florida. BROKER and SELLER hereby knowingly and voluntarily waives any right to trial by jury in any litigation.

13) **Severability:**
In the event that one or more provisions in this Agreement are deemed invalid, the remaining provisions will remain in full force and affect.

14) **Entire Agreement:** This Agreement sets forth the entire agreement between SELLER and BROKER and may only be modified in writing signed by SELLER and BROKER. This Agreement may be executed in counterparts and via facsimile. If any provision herein is or becomes invalid or unenforceable, all remaining provisions shall remain fully effective.

15) **Notices:** Any notice, request, demand, consent, or other communication required to be given pursuant to this AGREEMENT shall be in writing to the address set forth below:

ALTRU Realty
3110 1st Ave N., Suite 2M PMB 1051, St. Petersburg, FL 33713
Or fax to: 866-232-9695, Or email to: info@altrurealty.com (due to the unreliable nature of email communications, you must receive email confirmation back from Altru Realty verifying receipt in order to be considered valid notice)

Single Agent Notice
FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.
As a single agent, ALTRU Realty and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

16) **SELLER Acceptance of Agreement:**

All persons or entities authorized to sell this property and/or have ownership interest must sign this agreement and including those persons duly authorized to act as representatives for the SELLER and such persons having certified that they are legally

authorized to enter into this agreement. If you do not fully understand this contract, consult an attorney before you sign it.

By signing below, SELLER understands and agrees to all of the terms and conditions of this Agreement and acknowledges receipt of a copy within 24 hours of acceptance by BROKER.

I am the _____Owner/seller_____* for property located at 3570 NW 39th Ave Gainesville Lot 002

Signed on Click by:
Diane Olexa
CLfbXKGrEzdCfzX...

_____ 03/05/2026

Signature Date

Compensation Disclosure Statement

As a result of the National Association of REALTORS® proposed settlement agreement and related practice changes, the following disclosure is required in all listing agreements:

Notice to Seller: A seller agent's compensation is **fully negotiable and is not set by law.**

Signed on Click by:
Diane Olexa
CLfbXKGrEzdCfzX...

_____ 03/05/2026

Signature Date

_____

Signed on Click by:
Keith Gordon
CL1T5D3STDsKKVt...

03/04/2026