

Exclusive Right of Sale Listing Agreement



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

2 Anthony Symonette

("Seller")

3 and brokerage LPT Realty, LLC.

("Broker").

4 **1. Authority to Sell Property:** **Seller** gives **Broker** the EXCLUSIVE RIGHT TO SELL the real and personal
 5 property (collectively "Property") described below, at the price and terms described below, beginning
 6 AS 10/30/2025 and terminating at 11:59 p.m. on 10/28/2026 ("Termination Date"). Upon
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
 8 automatically extend through the date of the actual closing of the sales contract. **Seller** and **Broker** acknowledge
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
 11 law. **Seller** certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**

13 (a) Street Address: 11425 Sun Rd

14 Dade City

FL 33525-1830

15 Legal Description: ORANGE VALLEY UNIT 2 UNREC LOT 125 AKA 125-B DESC AS COM W 1/4 TH N89DEG45' 15"E 25.00FT TH S00DEG00

16 DE 226.75FT TH N89DEG43'53"E 150.00FT FOR POB TH S00DEG00' 08"E 150.00FT TH N89DEG43' 53"E 150.

See Attachment

17 (b) Personal Property, including appliances: _____

See Attachment

18 (c) Occupancy:

19 Property 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: \$ 100,000 \$435.000

22 (b) Financing Terms: Cash Conventional VA 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 an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
 27 _____, at an interest rate of _____ % fixed variable (describe) _____.

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 **5. 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**

Seller AS and Broker/Authorized Associate JP acknowledge receipt of a copy of this page, which is Page 1 of 5.
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49 otherwise in writing. The **Seller** and **Broker** agree to adhere to each local MLS's policies and further agree to
 50 execute any applicable forms as necessary.

51
6. Broker Authority: Seller authorizes Broker to:

52 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
 53 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
 54 websites, brokerage website displays (i.e. IDX or VOW unless marketing options pursuant to local MLS
 55 rules apply), email blasts, multi-brokerage listing sharing networks and applications available to the
 56 general public.
 57 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's**
 58 **office.**
 59 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
 60 (iv) Use **Seller's** name in connection with marketing or advertising the Property.
 61 Display the Property on the Internet except the street address.

62 (b) Not Publicly Market to the Public/Seller Opt-Out:
 63 (i.) **Seller** does not authorize **Broker** to display the Property on the MLS.
 64 (ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale sign will not be
 65 placed upon the Property and
 66 (iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
 67 marketing the Property only to agents within **Broker's** office.

68 / _____ Initials of Seller

69 (c) Obtain information relating to the present mortgage(s) on the Property.
 70 (d) Provide objective comparative market analysis information to potential buyers.
 71 (e) **(Check if applicable)** Use a lock box system to show and access the Property. A lock box does not
 72 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock
 73 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor
 74 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
 75 Withhold verbal offers. Withhold all offers once **Seller** accepts a sales contract for the Property.
 76 (f) Act as a transaction broker.
 77 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
 78 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
 79 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
 80 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
 81 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
 82 comments and reviews about this Property.
 83 **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
 84 estimate) to be displayed in immediate conjunction with the listing of this Property.
 85 **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
 86 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

87
7. Seller Obligations: In consideration of **Broker's** obligations, **Seller** agrees to:

88 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
 89 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
 90 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply
 91 with them.
 92 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
 93 reasonable times.
 94 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
 95 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
 96 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
 97 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the
 98 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and
 99 the transfer of title.
 100 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
 101 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
 102 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
 103 material facts (local government building code violations, unobservable defects, etc.) other than the following:

104
Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

105
 Seller (_____) and Broker/Authorized Associate (_____) acknowledge receipt of a copy of this page, which is Page 2 of 5.
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07 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
 108 requirements, and other specialized advice.

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

112 (a) 4 % of the total purchase price plus \$ 695.00 OR \$ _____, no
 113 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**
 114 fee being earned.

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

118 (c) N/A (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or
 119 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
 120 contract granting an exclusive right to lease the Property.

121 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
 122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
 123 the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the
 124 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
 125 cancel an executed sales contract. (3) If, within 60 days after Termination Date ("Protection Period"),
 126 **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
 127 **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date.
 128 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another
 129 broker.

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

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

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

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

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

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

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

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

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

150 (b) **Seller** authorizes **Broker** to offer compensation to buyer's broker from **Seller** in the amount of:
 151 2.5 % of the purchase price or \$ _____. This compensation will be set forth in a separate
 152 written agreement between **Seller** and buyer's broker.

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

154 **11. Brokerage Relationship:** **Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account
 155 for all funds; will use skill, care, and diligence in the 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 otherwise in writing; and will have limited confidentiality with
 158 **Seller** unless waived in writing.

159 **12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
 160 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
 161 expenses incurred in marketing the Property, and pay a cancellation fee of \$ 0.00 plus

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164 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
 165 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
 166 during the time period from the date of conditional termination to Termination Date and Protection Period, if
 167 applicable.

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

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

186 **15. Additional Terms:**

187 - Listing agent Jason Patino is only being paid a 4% commission of the contract sale price
 188 unless the listing agent is procuring cause and responsible for both sides of the transaction.
 189 If so, then, the listing agent Jason Patino will be paid only 6% of the contract sale price.

190 - Buyer's agent will get up to 2.5% of the contract sale price at the time of closing.

191 - Photoshoot will commence on T.B.D. 11/06/2025

192 - Listing will go live on MLS & all other internet portals on T.B.D. 11/10/2025

193 - Seller authorizes Listing Agent to reject all offers under: \$ 366,000.

194 - Showing notices will be delivered via text and or email for real-time showing requests.

195 - Weekly updates on showings, feedback, and online metrics will be shared every Friday.

196

197

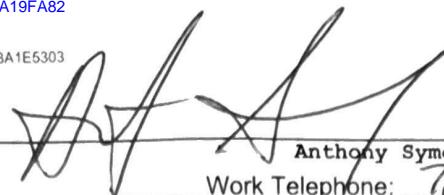
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199

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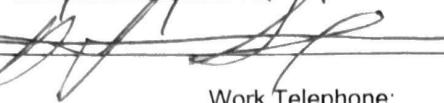
ID: 1BD1F4BF-1AB4-F011-8E61-000D3A1E5303

Seller's Signature:  Date: 10/30/75

201 Home Telephone: _____ Work Telephone: 786-587-2207 Facsimile: _____

202 Address: 11425 Sun Rd Dade City FL 33525-1830

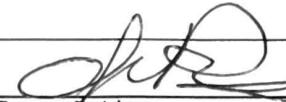
203 Email Address: antsymo@yahoo.com antsymo2000@yahoo.com

Seller's Signature:  Date: 10/30/05

205 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

206 Address: _____

207 Email Address: _____

208 **Broker or Authorized Sales Associate:**  Date: 10/30/25

209 Brokerage Firm Name: LPT REALTY, LLC. Telephone: 877-366-2213

210 Address: 9170 Oakhurst Rd #4 Seminole FL 33776

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

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