

## Exclusive Listing Agreement for Sale of Real Property

This Exclusive Listing Agreement is made and entered into on this the 18 day of November, 2024, between E. Wiggins Properties, LLC as owner of the real property described herein, (hereinafter referred to as "Owner"), and ATL Commercial Real Estate, Inc. (hereinafter referred to as "Broker").

### WITNESSETH:

WHEREAS, Seller desires to sell real property situated Dekalb County, Georgia, known as 3921 Flowers Rd Doraville, Georgia 30340 as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein, including all buildings and improvements thereon and all fixtures and appurtenances, (all of the foregoing being collectively referred to hereinafter as the "Property").

WHEREAS, Broker is licensed by the Georgia Real Estate Commission as a real estate broker and will act as the limited agent of Seller with respect to the negotiations for the sale of Property. Broker is a member of the Atlanta Commercial Board of REALTORS®, Inc.

WHEREAS, Seller desires to engage the services of Broker to market and offer the Property for sale, and Broker desires to assist Seller in that connection, upon the terms, provisions and conditions contained hereinafter.

NOW THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. APPOINTMENT OF BROKER:

Seller hereby appoints Broker as its sole and exclusive limited agent for the term hereof with the sole exclusive right to offer the Property for sale or exchange at the Listing Price, on the terms and conditions contained herein, or for such other price and on such other terms as may be acceptable to Seller.

#### 2. BROKER/AGENCY RELATIONSHIPS:

A. Broker's agency policy is to represent landlords, tenants, sellers, and purchasers, in the same transaction with disclosed dual agency when both the clients consent in writing, and with respect to the transactions specifically contemplated by this Agreement, seller and a prospective purchaser in the same transaction with disclosed dual agency when both clients consent in writing. Broker also offers designated agency by assigning different salespersons of Broker to represent solely each client to the exclusion of all other clients in the same transaction.

B. Unless otherwise required by law or Owner permits disclosure of the information by subsequent word or conduct, Broker agrees to maintain the confidentiality of all information identified as confidential by Owner, if that information is received by Broker during the term of this Agreement, as required by the Brokerage Relationships in Real Estate Transaction Act.

C. Broker has no other known agency relationships which would conflict with the interest of Owner (with the exception that Broker may represent other landlords and tenants in leasing property) except as follows:

None.

#### 3. LISTING PRICE:

The Property shall be offered at a price of Four Hundred Sixty Seven Dollars (\$467,000.00), the "Listing Price" payable upon the following terms and conditions: All cash at closing Seller may consider owner financing or any other price or other terms and conditions acceptable to Seller.

**4. LISTING TERM:**

The term of this Agreement shall commence on the 18 day of November, 2024, and shall terminate on the 17 day of May, 2024, (the "Expiration Date"). This term shall be automatically extended for 90 additional days unless Seller gives Broker written notice prior to said Expiration Date that the term will not be automatically extended. In the event that Seller enters into a sales contract while this Agreement is in effect, the term and other time periods set forth in this Agreement shall be automatically extended for a period of time equal to the number of days between the date of execution of said sales contract and the date said sales contract is finally terminated.

**5. COMMISSION:**

In consideration of the services to be rendered by Broker to and for the benefit of Owner with respect to the listing for sale and procuring of a purchaser for the Property, Owner agrees to pay Broker a commission in an amount equal to 6% of the gross sales price for the Property in the event that during the Term:

- A. Owner enters into an enforceable contract for the sale or exchange of the Property, or any legal or equitable interest in the Property, with any purchaser, without exclusion as to any purchaser, whether by or through the efforts of Broker or any other person, including Owner;
- B. Owner contributes or conveys the Property to a partnership, limited liability company, joint venture or other business entity;
- C. In the event Owner is a corporation, limited liability company, partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, purchase or otherwise, in lieu of a sale of the Property; or
- D. Broker individually or in cooperation with any other broker procures a person or business entity ready, able and willing to purchase the Property at the Listing Price.

Owner also agrees to pay to Broker said commission if within Three hundred Sixty Five (365) days after termination of this Agreement, the Property, or any legal or equitable interest in the Property, is sold, exchanged or conveyed to any prospective purchaser whose attention has been called to the Property by Broker or any cooperating broker during the term of this Agreement. Broker shall deliver to Owner a notice in writing containing a list of such prospective purchasers on or before ten (10) days after the termination of this Agreement. If Owner enters into a listing agreement with another licensed real estate broker with respect to the Property after the termination of this Agreement, Owner shall exclude sales or exchanges of the Property to any prospective purchaser named in said written notice from said listing agreement for such Three hundred Sixty Five (365) day period. Prospective purchasers as used in this paragraph shall include such person or entity, their respective family members, and affiliates or other entities over which they may exercise control. Owner shall pay Broker such commission in immediately available U.S. funds either (i) at the time of the consummation of the sale or exchange of the Property, or (ii) in the event such commission is earned by Broker pursuant to subsection (D) of this Section 4, within five (5) days of procurement of a person or business entity ready, able and willing to purchase the Property at the Listing Price. Owner hereby expressly authorizes Broker to share the commission with any other licensed real estate broker or brokers in any proportion agreeable to Broker at the of closing the sale contemplated herein. The provisions of this paragraph shall survive the rescission, cancellation, termination or consummation of this Agreement.

**6. BROKER'S AUTHORITY:**

Owner authorizes Broker to:

- A. Utilize such marketing techniques and programs as Broker deems appropriate for and advantageous to the sale of the Property, including the placement of a "For Sale" sign or signs on the Property and the removal of any existing signs;

- B. Enter the Property at reasonable times with cooperating brokers and their salespersons of the purpose of showing the Property to prospective purchasers; and
- C. Incur reasonable expenses at Owner's expense for marketing the Property, in an amount not to exceed \$n/a.

**7. OWNER'S COVENANTS:**

Owner hereby covenants and agrees to:

- A. Cooperate with Broker, its sales associates and any cooperating brokers fully with respect to Broker's efforts to sell the Property, including, without limitation, providing Broker with all pertinent information related to the Property and within Owner's possession;
- B. Refer to Broker all inquiries received by Owner relating to the sale of the Property and to conduct all negotiations with prospective purchasers of the Property through Broker; and
- C. Reimburse Broker for all authorized expenses incurred by Broker in marketing the Property.

**8. OWNER'S REPRESENTATIONS:**

Owner represents and warrants to Broker that:

- A. Owner (i) is the sole fee simple title owner to the Property, (ii) is authorized and has the capacity to execute and deliver this Agreement, and (iii) has the right to convey title to the Property to a purchaser by warranty deed.
- B. There are no actions, suits or proceedings pending or threatened against Owner or the Property affecting any portion of the Property.
- C. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the property nor has Owner received any notices of any such condemnation action or special assessment.
- D. There are no foreclosures pending or threatened with respect to the Property, nor has Owner received any notices of any such foreclosure action being contemplated.
- E. Owner has not received any notice in writing or otherwise from any governmental agency requiring the correction of any violation with respect to the Property or any part thereof.
- F. The Property has no known significant or material latent defects and none of the improvements on the Property have been constructed with material know to be a potential health hazard to occupants of the Property, except as disclosed in writing by Owner to Broker in the Owner's Property Disclosure Notice executed by Owner at the time this Agreement is executed. Owner hereby authorizes Broker to disclose to prospective purchasers all information with respect to the Property either furnished by Owner to Broker on the Owner's Property Disclosure Notice, or otherwise furnished to Broker. Owner hereby agrees to hold Broker harmless of and from any and all damages, claims, costs and expenses of every kind and character resulting from or relating to Owner's furnishing to Broker any false, incorrect or inaccurate information with respect to the Property or failing to disclose to Broker any material latent defects in the Property.
- G. The Property shall be offered, shown and made available for sale to or exchange with all persons on a non-discriminatory basis, without regard to race, color, religion, sex, handicap, familial status or national origin.
- H. Owner has entered into no unperformed agreement, oral or written, not referred to herein, with reference to the Property, and neither the Owner nor the Property is subject to any judgment or decree of a court of competent jurisdiction, or to any lawsuit or administrative proceeding which would in any way adversely affect the Property or which would limit or restrict in any way

Owner's rights and ability to enter into this Agreement and consummate the transactions contemplated hereby.

I. All information provided by Owner is, to Owner's actual knowledge, accurate and complete.

J. Owner has not entered into any other listing agreements or contracts to sell with respect to the Property.

The provisions of this paragraph shall survive the rescission, cancellation, termination or consummation of this Agreement.

**9. BROKER/AGENCY RELATIONSHIPS:**

Pursuant to Regulation 520-1.06 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in the Real Estate Transactions Act ("BRRETA"), O.C.G.A. Section 10-6A-1 et. seq., Owner hereby acknowledges that Broker makes the following disclosures, checking all that apply:

A.  Broker represents the Owner only; or

B.  Broker represents both the Owner and \_\_\_\_\_ jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement; or

C.  Broker has assigned Broker's affiliated license # \_\_\_\_\_ to represent solely the Owner as its designated agent and has assigned Broker's affiliated licensee # \_\_\_\_\_ to represent solely \_\_\_\_\_ as its designated agent.

Broker shall have no duty to Owner greater than what is set forth in BRRETA, Official Code of Georgia Annotated Section 10-6A-1 et. seq.

**10. NOTICES:**

All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by overnight (e.g. Federal Express) or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, with postage prepaid. Notices may also be sent by electronic mail (with reasonable proof of transmission and receipt) between the hours of 9:00 a.m. and 6:00 p.m. local EST time, Mondays through Fridays, holidays excepted, provided that a copy thereof is also sent, within three (3) business days, by one of the other methods permitted hereunder. Notices shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt or facsimile delivery confirmation, as applicable. Notices shall be sent to the following addresses:

**OWNER:** E. Wiggins Properties, LLC  
2433 LOXFORD LN ALPHARETTA, GA  
30009 8754

\_\_\_\_\_

**ATTN:** Barbra Wiggins

**EMAIL:** Barbara Wiggins <bjranner@bellsouth.net>

**BROKER:** ATL Commercial Real Estate, Inc  
1367 Ragley Hall Rd NE  
Brookhaven Ga 30319

**ATTN:** Rick Ferguson

**EMAIL:** RickFerguson@atl-cre.com

**11. LIMITATION OF LIABILITY:**

Owner hereby agrees that Broker and any cooperating brokers shall not be responsible in any manner for personal injury to any person or for any loss or damage to personal or real property due to vandalism, theft, freezing water pipes or any other cause of damage or loss whatsoever with respect to the Property.

**12. LEGAL EXPENSES:**

In the event it is necessary for Broker to retain an attorney to enforce the provisions hereof, in addition to the commission payable hereunder, Broker shall be entitled to recover from Owner reasonable attorneys' fees and all other costs of collection incurred by Broker in the connection therewith.

**13. SEVERABILITY CLAUSE:**

If any term, provision or covenant contained herein is found to be invalid or unenforceable by a court of competent jurisdiction, then the parties agree that such invalid term, provision or covenant shall be deemed to be severed and deleted from this Agreement, and the remainder of the Agreement shall continue in full force and effect and shall remain fully valid and enforceable.

**14. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia

**15. MISCELLANEOUS:**

This Agreement shall inure to the benefit of, and be binding upon, the parties thereto, their heirs, administrators, successors, and permitted assigns. Neither this Agreement nor any of the rights, duties or benefits hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. This instrument contains the entire agreement and understanding to the parties hereto with respect to the subject matter contained herein. No representation, promise or inducement not included in this Agreement shall be binding on any party hereto. This Agreement may be modified only in writing signed by the party against which enforcement of the modification is asserted. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Any counterpart of this Agreement may be executed and delivered by facsimile or electronic transmission, which shall have the same force and effect as an original. The date of this Agreement shall be the date on which it is last signed by the parties hereto, and such date shall be inserted in the introductory paragraph of this Agreement. This Agreement cannot be amended or canceled except by an agreement in writing executed by each of the parties hereto. Time is of the essence of this Agreement. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

**16. SPECIAL STIPULATIONS:**  
none.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Listing Agreement to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

**OWNER:** E. Wiggins Properties, LLC

Signature: \_\_\_\_\_ (Seal)

Name: Barabra Wiggins

Title: Member

Firm:

Phone: 404-606-5115

Date: \_\_\_\_\_

**BROKER:** ATL Commercial Real Estate, Inc

Signature: \_\_\_\_\_ (Seal)

Name: Rick Ferguson

Title: CEO/Managing Broker

Firm:

Firm License #: 77278

Phone: 678-209-3100

Date: \_\_\_\_\_

Agent Name(s): Rick Ferguson

Agent License #(s): 277499





**Exhibit "A"**  
Legal Description of Property

| <b>PARID: 18 321 15 016</b> |                          |
|-----------------------------|--------------------------|
| <b>WIGGINS BARBARA J</b>    | <b>3921 FLOWERS RD</b>   |
| Parcel Information          |                          |
| Tax District                | 44-DORAVILLE             |
| Old Parcel ID               |                          |
| Property Class              | R3 - RESIDENTIAL LOT     |
| Land Use Code               | 101-Residential 1 family |
| Zoning                      | R1 - RES CITY ZONING     |
| Acres                       | 0.3000                   |
| Built As                    | 02 - RANCH               |
| Dwelling Type               |                          |
| New Construction            | N                        |
| Exemption Codes             | /                        |
| Disabled                    |                          |
| TMA Audit                   |                          |
| H/S Application Mail Date   |                          |

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