

Exclusive Right of Sale Listing Agreement

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

Robert R Fredeking III

Elizabeth S Fredeking

("Seller")

and brokerage

Pineapple Farms LLC

("Broker").

1. Authority to Sell Property: 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 April 8, 2026 and terminating at 11:59 p.m. on October 8, 2026 ("Termination Date"). 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 she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

(a) Street Address: 568 N RIO CASA DR MELBOURNE FL 32903

Legal Description: RIO VILLA UNIT II LOT 52

See Attachment

(b) Personal Property, including appliances:

See Attachment

(c) Occupancy:

Property is is not currently occupied by a tenant. If occupied, the lease term expires

3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:

(a) Price: \$ 820,000

(b) Financing Terms: Cash Conventional VA FHA Other (specify)

Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ with the following terms:

Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ plus an assumption fee of \$. The mortgage is for a term of years beginning in at an interest rate of % fixed variable (describe)

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

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

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

5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As an MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker

Seller (RF) and Broker/Authorized Associate (AW) acknowledge receipt of a copy of this page, which is Page 1 of 5. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

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

- 53 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
54 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
55 websites, brokerage website displays (i.e. IDX or VOW unless marketing options pursuant to local MLS
56 rules apply), email blasts, multi-brokerage listing sharing networks and applications available to the
57 general public.
58 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's**
59 **office.**
60 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
61 (iv) Use **Seller's** name in connection with marketing or advertising the Property.
62 Display the Property on the Internet except the street address.
63 (b) Not Publicly Market to the Public/Seller Opt-Out:
64 (i.) **Seller** does not authorize **Broker** to display the Property on the MLS.
65 (ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale sign will not be
66 placed upon the Property and
67 (iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
68 marketing the Property only to agents within **Broker's** office.
69 _____ / _____ **Initials of Seller**
70 (c) Obtain information relating to the present mortgage(s) on the Property.
71 (d) Provide objective comparative market analysis information to potential buyers.
72 (e) **(Check if applicable)** Use a lock box system to show and access the Property. A lock box does not
73 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock
74 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor
75 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
76 Withhold verbal offers. Withhold all offers once **Seller** accepts a sales contract for the Property.
77 (f) Act as a transaction broker.
78 (g) **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 regarding the Property's transfer, whether by purchase or any other means of transfer.
91 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply
92 with them.
93 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
94 reasonable times.
95 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
96 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
97 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
98 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the
99 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and
100 the transfer of title.
101 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
102 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
103 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
104 material facts (local government building code violations, unobservable defects, etc.) other than the following:

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

Seller (RF) (ES) and Broker/Authorized Associate (AW) acknowledge receipt of a copy of this page, which is Page 2 of 5.
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any field in the Multiple Listing Service.

107 (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) see addendum % of the total purchase price plus \$ _____ 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) _____ (\$ 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) _____ (\$ 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 _____ 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 5 % 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 *AW* (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 *RF EF* 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 _____ % 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 \$ 2,000 plus

162 Seller (*RF EF*) and Broker/Authorized Associate (*AW*) acknowledge receipt of a copy of this page, which is Page 3 of 5.
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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** (____) (____), and **Broker or Authorized Associate**
174 (____) 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 _____

188 See attached addendum for additional terms

189 _____

190 _____

191 _____

192 _____

193 _____

194 _____

195 _____

196 _____

197 _____

198 _____

199 _____

200 **Seller's Signature:** Robert R Fredeking III Date: April 12, 2026

201 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

202 Address: _____

203 Email Address: _____

204 **Seller's Signature:** Elizabeth S Fredeking Date: April 12, 2026

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

206 Address: _____

207 Email Address: _____

208 **Broker or Authorized Sales Associate:** Adam Warner Date: April 8, 2026

209 Brokerage Firm Name: Pineapple Farms LLC Telephone: _____

210 Address: _____

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

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Flood Disclosure

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Robert R Fredeking III Elizabeth S Fredeking, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 568 N RIO CASA DR MELBOURNE FL 32903

Seller, please check the applicable boxes in paragraphs (1) through (3) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

- (1) Seller has has no knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- (2) Seller has has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
- (3) Seller has has not received assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - c. Sustained periods of standing water resulting from rainfall.

Seller: Robert R Fredeking III

Date: April 12, 2026

Seller: Elizabeth S Fredeking

Date: April 12, 2026

Copy provided to Buyer on _____ by email facsimile mail personal delivery.

**ADDENDUM
TO
EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT**

Date of Addendum: April 8, 2026

Property Address: 568 N Rio Casa Dr, Melbourne, FL 32903

Legal Description: Rio Villa Unit II, Lot 52

Seller(s): Robert R. Fredeking III and Elizabeth S. Fredeking

Broker: Pineapple Farms LLC

Listing Agreement Date: April 8, 2026

This Addendum is made a part of the above-referenced Exclusive Right of Sale Listing Agreement between Seller and Broker identified above (the "Listing Agreement"). In the event of any conflict between the terms of this Addendum and the Listing Agreement, the terms of this Addendum shall control.

1. NET PROCEEDS TO SELLER PROVISION

Notwithstanding any provision of the Listing Agreement to the contrary, Seller and Broker agree that the sale of the Property shall be structured so that Seller receives minimum **net proceeds of Seven Hundred Fifty-Five Thousand Dollars (\$755,000.00)** (the "Minimum Net Proceeds") at closing. As used in this Addendum, "Minimum Net Proceeds" means the amount remaining from the gross purchase price after deduction of all commissions. The Minimum Net Proceeds of \$755,000.00 represents the amount Seller shall receive from the gross purchase price after deduction of all commissions, but **before** customary Seller closing costs and satisfaction of any existing mortgages, liens, or encumbrances, which remain Seller's separate obligation. Seller acknowledges that Seller's actual take-home proceeds will be further reduced by any such customary Seller closing costs and mortgage payoffs or lien satisfactions.

2. COMPENSATION — MODIFICATION OF PARAGRAPH 8 OF LISTING AGREEMENT

Paragraph 8 (Compensation) of the Listing Agreement is hereby supplemented and, to the extent inconsistent, superseded by the following commission structure:

(a) Gross purchase price exceeds \$791,000.00:

(I) Co-Brokered Transaction: If a cooperating buyer's agent is involved, Seller shall pay a total commission of **four and one-half percent (4.5%)** of the gross

purchase price, allocated as **two and one-half percent (2.5%)** to the cooperating buyer's agent and **two percent (2%)** to Broker. This allocation supersedes any different co-brokerage split set forth in Paragraph 10 of the Listing Agreement.

(II) **Broker Handles Both Sides:** If Broker represents or assists both Seller and Buyer in the transaction (including acting as a transaction broker for both parties) with no cooperating buyer's agent, Seller shall pay Broker a total commission of **four percent (4%)** of the gross purchase price.

(b) **Gross purchase price is \$791,000.00 or less:** Seller shall pay a total commission of **four percent (4%)** of the gross purchase price, inclusive of any cooperating buyer's agent commission. The allocation of this 4% between Broker and any cooperating buyer's agent shall be determined by Broker. If, after deduction of the 4% commission, the Minimum Net Proceeds would be less than \$755,000.00, the total commission shall be further reduced to the extent necessary to preserve the Minimum Net Proceeds; provided, however, that in no event shall the total commission be reduced below two percent (2%) of the gross purchase price (the "Minimum Commission"). For the avoidance of doubt, if a gross purchase price would require a total commission below the Minimum Commission in order to preserve the Minimum Net Proceeds, Seller shall have no obligation to accept such offer but shall remain obligated to pay the Minimum Commission in the event Seller elects to close on such transaction.

In no event shall Seller be required to close on a transaction that yields Minimum Net Proceeds below \$755,000.00; provided, however, that if Seller elects to close on a transaction where the Minimum Commission of 2% would result in Minimum Net Proceeds below \$755,000.00, Seller's election to close shall not be deemed a waiver of any other provision of this Addendum. For purposes of this Addendum, "customary Seller closing costs" shall include:

- (i) Title insurance premiums, documentary stamp taxes, and recording fees customarily paid by Seller under Florida law;
- (ii) Prorated ad valorem property taxes, HOA assessments, and any other charges customarily prorated at closing.

3. LISTING PRICE

The listing price set forth in Paragraph 3(a) of the Listing Agreement and any subsequent price adjustments shall be determined by Seller in Seller's reasonable discretion. Broker may advise and provide comparative market analysis data and professional recommendations regarding pricing strategy, but the final decision on the initial listing price and any subsequent price adjustments shall rest solely with Seller. Broker shall implement any price changes directed by Seller within two (2) business days of Seller's written or email request, including updating the MLS and all marketing materials accordingly. Broker shall not change the listing price without Seller's prior written or email authorization.

4. ACCEPTANCE OF OFFERS

Seller shall have no obligation to accept any offer that would result in Minimum Net Proceeds to Seller of less than \$755,000.00, regardless of the listing price, commission structure, or any other terms of the Listing Agreement.

Broker shall present each offer to Seller accompanied by a **good faith estimate closing statement** that itemizes, at a minimum: (i) the gross purchase price; (ii) the Broker's commission calculated in accordance with Section 2 of this Addendum; (iii) any cooperating buyer's agent commission payable under Paragraph 10 of the Listing Agreement; (iv) all estimated customary Seller closing costs, including but not limited to title insurance premiums, documentary stamp taxes, recording fees, prorated taxes and assessments, and any Seller expenses under Paragraph 3(c) of the Listing Agreement; and (v) the estimated Minimum Net Proceeds (gross purchase price less all commissions); and (vi) the estimated actual take-home proceeds to Seller after all customary Seller closing costs and estimated mortgage payoff. This obligation is in addition to, and not in limitation of, Broker's duties under Paragraph 4 of the Listing Agreement.

5. COMMISSION ADJUSTMENT AND EXAMPLES

To illustrate the operation of Section 2 of this Addendum:

- (a) **Example — Broker handles both sides, gross price above \$791,000:** If the Property sells for \$820,000.00 with no cooperating buyer's agent, the total commission is 4%, or \$32,800.00 to Broker. Seller's Minimum Net Proceeds equal \$820,000.00 less \$32,800.00, or \$787,200.00. Seller's actual take-home will be further reduced by customary Seller closing costs and any mortgage payoff.
- (b) **Example — Co-brokered, gross price above \$791,000:** If the Property sells for \$820,000.00 with a cooperating buyer's agent, the total commission is 4.5%, or \$36,900.00 (\$20,500.00 to buyer's agent at 2.5% and \$16,400.00 to Broker at 2%). Seller's Minimum Net Proceeds equal \$820,000.00 less \$36,900.00, or \$783,100. Seller's actual take-home will be further reduced by customary Seller closing costs and any mortgage payoff.
- (c) **Example — Gross price at or below \$791,000 (any transaction type):** If the Property sells for \$780,000.00, the total commission would be reduced to \$25,000 (\$780,000 – \$755,000) to preserve the Minimum Net Proceeds. However, if the Property sells for \$770,000.00, a total commission of \$15,000 (\$770,000 – \$755,000) would fall below the 2% Minimum Commission of \$15,400 (\$770,000 × 2%). In that case, the Minimum Commission would be \$15,400, and Seller would have no obligation to accept such offer but would owe the Minimum Commission if Seller elects to close.

In the event that any accepted offer, after deduction of all commissions, would not yield sufficient proceeds to deliver the Minimum Net Proceeds of \$755,000.00, Broker agrees that the total commission shall be reduced accordingly, but in no event below the Minimum Commission of 2% of the gross purchase price. If the Minimum Commission would result in Minimum Net Proceeds below \$755,000.00, Seller shall have no obligation to accept such offer. In no event shall Seller be required to close on a transaction that yields Minimum Net Proceeds below \$755,000.00, except by Seller's voluntary election.

6. ADDITIONAL COMPENSATION PROTECTIONS — FURTHER MODIFICATIONS TO PARAGRAPH 8

(a) **Seller's Sole Discretion to Accept or Reject Offers (Modification of Paragraph 8(d)(2)).** Notwithstanding Paragraph 8(d)(2) of the Listing Agreement, Seller shall retain sole and absolute discretion to accept or reject any offer to purchase the Property, regardless of whether such offer meets the price and terms stated in the Listing Agreement. No commission, fee, or other compensation shall be due to Broker solely by reason of Seller's refusal or failure to accept any offer. For the avoidance of doubt, the language in Paragraph 8(d)(2) providing that Broker's fee is due if Seller "refuses or fails to sign an offer at the price and terms stated in this Agreement" shall not apply, and is hereby superseded by this provision.

(b) **Commission Limited to Voluntary Arm's-Length Sales (Modification of Paragraph 8(d)(1)).** Notwithstanding Paragraph 8(d)(1) of the Listing Agreement, Broker's commission shall be payable only upon the closing of a voluntary, arm's-length sale of the Property. No commission, fee, or other compensation shall be due to Broker in the event the Property is transferred by governmental action (including but not limited to eminent domain or condemnation), bankruptcy, foreclosure, deed in lieu of foreclosure, court order, probate, or any other involuntary means of transfer. The language in Paragraph 8(d)(1) is hereby modified accordingly.

(c) **Commission Contingent on Actual Closing (Modification of Paragraph 8(a)).** Notwithstanding the language in Paragraph 8(a) of the Listing Agreement stating that "closing is not a prerequisite for Broker's fee being earned," Seller and Broker agree that **Broker's commission shall be due and payable only upon the actual closing** of the sale of the Property and the disbursement of funds. If a transaction fails to close for any reason, including but not limited to buyer default, financing failure, title defect, or mutual rescission, no commission shall be due to Broker. The provision in Paragraph 8(a) stating that closing is not a prerequisite for Broker's fee being earned is hereby superseded.

(d) **Retained Deposits (Modification of Paragraph 8(e)).** Notwithstanding Paragraph 8(e) of the Listing Agreement, in the event Seller retains any deposit as liquidated damages for a buyer's default, **Broker shall be entitled to five percent (5%) of such retained deposit.** Paragraph 8(e) of the Listing Agreement is hereby superseded in its entirety. Notwithstanding Section 6(c), Broker's entitlement to a share of retained deposits under this Section 6(d) shall survive the failure of the transaction to close.

7. SELLER'S RIGHT OF TERMINATION — MODIFICATION OF PARAGRAPH 12 OF LISTING AGREEMENT

Paragraph 12 (Conditional Termination) of the Listing Agreement is hereby supplemented and, to the extent inconsistent, superseded by the following:

(a) Notwithstanding any provision of the Listing Agreement to the contrary, Seller shall have the right to terminate the Listing Agreement, with or without cause, upon **thirty (30) days' prior written notice** to Broker (the "Termination Notice"). The Termination Notice shall be delivered in writing to Broker by personal delivery, certified mail (return receipt requested), or email.

(b) Upon effective termination pursuant to this Section, Seller's sole financial obligation to Broker shall be a one-time payment of **Two Thousand five hundred Dollars (\$2,500.00)** as consideration

for Broker's expenses incurred in establishing and setting up the listing, including but not limited to MLS entry, photography, marketing materials, and related administrative costs (the "Termination Fee"). The Termination Fee shall be due and payable upon effective termination (i.e., thirty (30) days after notice). This Termination Fee shall be in lieu of any cancellation fee, direct expense reimbursement, or other charges described in Paragraph 12 of the Listing Agreement.

(c) Upon payment of the Termination Fee, Seller shall have no further liability or obligation to Broker for any commissions, fees, or other compensation of any kind arising out of or related to the Listing Agreement, including but not limited to any fee under Paragraph 8(d) of the Listing Agreement, except with respect to: (i) any transaction that closed prior to the effective date of termination; (ii) any pending transaction for which a binding purchase and sale contract was fully executed prior to the effective date of termination; or (iii) any commission that may become due under Section 8 of this Addendum (Protection Period), subject to all conditions set forth therein.

(d) **Broker's Right to Terminate.** Broker shall have the right to terminate the Listing Agreement, with or without cause, upon thirty (30) days' prior written notice to Seller, delivered by the same methods specified in Section 7(a). Upon effective termination by Broker, no Termination Fee or other compensation of any kind shall be due to Broker, and Broker shall have no further claim to any commission, fee, or other payment under the Listing Agreement or this Addendum. Upon effective termination by Broker, the Protection Period set forth in Section 8(b) shall not apply. Broker shall promptly remove the Property from the MLS and all marketing platforms and shall cease all marketing activities related to the Property.

8. PROTECTION PERIOD AND PENDING TRANSACTIONS

(a) **Pending Transactions.** If a binding purchase and sale contract for the Property is fully executed before the expiration of the Listing Agreement on its Termination Date, or before the effective date of any earlier termination by Seller pursuant to Section 7 of this Addendum, Broker shall be entitled to the commission set forth in Section 2 of this Addendum upon the actual closing of such transaction, regardless of whether the closing occurs after the Termination Date or effective termination date. The Listing Agreement shall remain in effect solely with respect to such pending transaction until it closes or is terminated by its own terms.

(b) **Protection Period.** If, within one-hundred eighty (180) days after the expiration of the Listing Agreement on its Termination Date, or within one-hundred eighty (180) days after the effective date of any earlier termination by Seller pursuant to Section 7 of this Addendum (the "Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any prospect with whom Broker communicated regarding the Property before such expiration or termination date, Broker shall be entitled to the commission set forth in Section 2 of this Addendum, subject to Section 6(c) (commission contingent on actual closing). However, no fee will be due Broker if the Property is relisted after the Termination Date or effective termination date and sold through another broker.

9. ASSIGNMENT — MODIFICATION OF PARAGRAPH 14 OF LISTING AGREEMENT

Notwithstanding the provision in Paragraph 14 of the Listing Agreement permitting Broker to assign this Agreement to another listing office, Broker shall not assign, transfer, or delegate this Agreement or any of its rights or obligations hereunder to any other brokerage firm, office, or entity without the prior **written consent of Seller**. Any purported assignment without Seller's written consent shall be void and of no effect. This provision supersedes the assignment language in Paragraph 14 of the Listing Agreement.

10. MUTUAL INDEMNIFICATION — MODIFICATION OF PARAGRAPH 7(e) OF LISTING AGREEMENT

Paragraph 7(e) of the Listing Agreement requires Seller to indemnify and hold Broker harmless from certain losses and liabilities. In addition to Seller's indemnification obligations under Paragraph 7(e), Broker shall indemnify, defend, and hold Seller harmless from and against all losses, damages, costs, and expenses of any nature, including reasonable attorney's fees, and from liability to any person, that Seller incurs because of:

- (i) Broker's negligence, errors, omissions, representations, or misrepresentations in connection with the marketing, showing, or sale of the Property;
- (ii) Broker's failure to comply with applicable MLS rules, fair housing laws, or other legal or regulatory requirements;
- (iii) Any inaccurate information published by Broker in the MLS or any marketing materials, unless such inaccuracy is directly attributable to information provided by Seller; or
- (iv) Broker's breach of any obligation under the Listing Agreement or this Addendum.

This indemnification obligation shall survive Broker's performance and the transfer of title, and shall be coextensive with the survival period of Seller's indemnification obligations under Paragraph 7(e) of the Listing Agreement.

11. ENTIRE ADDENDUM; INTEGRATION

All other terms and conditions of the Listing Agreement not modified by this Addendum shall remain in full force and effect. This Addendum, together with the Listing Agreement, constitutes the entire agreement between Seller and Broker with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

SELLER(S):

Robert R. Fredeking III
Robert R. Fredeking III

April 12, 2026

Date

Elizabeth S. Fredeking April 12, 2026
Elizabeth S. Fredeking Date

BROKER:

Adam Warner April 8, 2026
Pineapple Farms LLC Date

By: Adam Warner

Printed Name / Title: Broker

License No.: 3245631