# Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between CHARLES A. LOWRY AND DORTHY L LOWRY ("Seller") and brokerage FLORIDA HOME REALTY & MORTGAGE ("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 Sept 11, 2026 and terminating at 11:59 p.m. on 3/31/2027 ("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:** 228 HOLIDAY PARK BLVD NE PALM BAY, FL 32907
   Legal Description: PORT MALABAR HOLIDAY PARK UNIT 1 LOT 25 BLK 7
   ☐ 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:** $ 75,000.00
   **(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) ~~2528099~~ DL CL SM 09/06/26.
   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 a 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** otherwise in writing.


*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.*

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

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

**(i)** Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.

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

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

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

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

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

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

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

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

__________ /__________ **Initials of Seller**

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

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

**(e)** (**Check if applicable**) ☐ Use a lock box system to show and access the Property. 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 **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 damage or loss that occurs.
☐ Withhold verbal offers. ☐ Withhold all offers once **Seller** accepts a sales contract for the Property.

**(f)** Act as a transaction broker.

**(g) Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.
☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

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

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

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

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

**(d)** Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.

**(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 (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; (3) the existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and the transfer of title.

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

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

______________________________________________________________

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

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

8. **Compensation: Seller** will compensate **Broker** as specified below if a buyer is procured 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. Seller** will pay **Broker** as follows:
   **(a)** 3 % of the total purchase price plus $ 189.00 BRKR FEE OR $____________, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
   **(b)** ________ ($ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this subparagraph.
   **(c)** ________ ($ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.
   **(d) Broker's** fee is due in the following circumstances: (1) 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. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within ______ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller, Broker**, or any real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
   **(e) Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive ______% 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.
   **(f) Brokerage commissions are not set by law and are fully negotiable.**

9. **Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by **Seller** or **Broker**, will provide services for the buyer. **Seller** is advised and is aware that **Seller** may, but is not required to, compensate a buyer's broker upon closing. **Seller** may choose to enter into a separate written agreement to pay buyer's broker or may approve **Broker** to pay buyer's broker in accordance with paragraph 10. **Seller** also understands
   **(a)** "Buyer's broker" may include this **Broker** if **Broker** also works with buyer on this transaction;
   **(b)** If this occurs during the duration of this listing, **Broker** will be entitled to the compensation in paragraph 8 for services performed for **Seller**, as well as the buyer's broker compensation in paragraph 10(a) for services performed for buyer; the **Seller** should therefore take this into consideration when negotiating compensation; and
   **(c) Broker** may receive separate compensation from buyer for services rendered to buyer by **Broker**.

10. **Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable. Seller** approves the following (check all that apply; if no option is checked then option (c) is deemed to be selected):

Seller Initials

   **(a)** ☐ ~~**Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: ______% of the purchase price or $____________. (This amount will be paid from **Broker** to buyer's broker from the compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written agreement between **Broker** and buyer's broker.~~
   **(b)** ☑ **Seller** authorizes **Broker** to offer compensation to buyer's broker from **Seller** in the amount of: 3 % of the purchase price or $____________. This compensation will be set forth in a separate written agreement between **Seller** and buyer's broker.
   **(c)** ☐ No compensation will be offered to buyer's broker.

11. **Brokerage Relationship: Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Seller** unless waived in writing.

12. **Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred in marketing the Property, and pay a cancellation fee of $200 plus applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph

8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.

**13. 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. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Seller** (____) (____), and **Broker or Authorized Associate** (SM) 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 to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

**14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives, administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. 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.

**15. Additional Terms:** ________________________________________



*The Parties acknowledge this form should not be used to offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.*

**Seller's Signature:** Dorothy Lowry Date: 9-4-1926

Home Telephone: 321-381-6411 Work Telephone: ______ Facsimile: ______

Address: 228 Holiday Park Boulevard NE, Palm Bay, FL 32907

Email Address: dlowry547@gmail.com

**Seller's Signature:** CHARLES A. LOWRY Date: 09/06/26

Home Telephone: ______ Work Telephone: ______ Facsimile: ______

Address: 228 Holiday Park Boulevard NE, Palm Bay, FL 32907

Email Address: ______

**Broker or Authorized Sales Associate:** Shannon McLoren dotloop verified 09/06/26 7:51 AM EDT S4WQ-YNEM-SHV1-IQE0

Brokerage Firm Name: FLORIDA HOME REALTY & MORTGAGE Telephone: (904) 996-9115

Address: 9191 RJ SKINNER PKWY JACKSONVILLE FL 32256

Copy returned to **Seller** on ______ by ☑ email ☐ facsimile ☐ mail ☐ personal delivery.




*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.*

LANDMARK TITLE

www.landmarktitle.com

# ESTIMATE OF CLOSING COSTS*

PROPERTY ADDRESS: **228 HOLIDAY PARK BLVD NE PALM BAY FL 32907**

CLOSING DATE: **October 31, 2026**

REAL ESTATE AGENT: **Shannon McLoren**

LANDMARK CLOSER: **No Preference**

| **Purchase Price** | | **$75,000.00** | **$80,000.00** | **$85,000.00** |
|---|---|---|---|---|
| **Closing Costs & Charges:** | | | | |
| Documentary Stamp Tax on Deed | | $525.00 | $560.00 | $595.00 |
| Owner's Title Premium | | $431.25 | $460.00 | $488.75 |
| Search Fee for Title Commitment | | $85.00 | $85.00 | $85.00 |
| Closing Fee | | $695.00 | $695.00 | $695.00 |
| Total Real Estate Commission | 6.00% | $4,500.00 | $4,800.00 | $5,100.00 |
| **Listing Agent Commission** | **3% ($2,250.00) ($2,400.00) ($2,550.00)** | | | |
| **Selling Agent Commission** | **3% ($2,250.00) ($2,400.00) ($2,550.00)** | | | |
| Broker / Transaction Fee | | $189.00 | $189.00 | $189.00 |
| Municipal Lien Search** | | $105.00 | $105.00 | $105.00 |
| Estoppel Fee** | | $0.00 | $0.00 | $0.00 |
| Home Warranty** | | $0.00 | $0.00 | $0.00 |
| Seller Concession | | $0.00 | $0.00 | $0.00 |
| Other Closing Costs (e.g. Survey) | | $0.00 | $0.00 | $0.00 |
| Mortgage Payoff(s) | | $0.00 | $0.00 | $0.00 |
| Tax Proration | $0.00 | $0.00 | $0.00 | $0.00 |
| CDD Proration | $3,007.00 | ($2,759.85) | ($2,759.85) | ($2,759.85) |
| HOA Fees | $0.00 (0) | $0.00 | $0.00 | $0.00 |
| **Total Closing Costs** | | $3,770.40 | $4,134.15 | $4,497.90 |
| **NET PROCEEDS TO SELLER** | | $71,229.60 | $75,865.85 | $80,502.10 |

## Disclaimers

# Community Development District Addendum

<u>The following disclosure is to be given for the **initial sale of a parcel of real property** or the **initial sale of a residential unit** after the establishment of a Community Development District (CDD) under Florida Statutes Ch. 190 and is not required to be given in any subsequent sales. For information regarding CDD taxes and/or assessments, please contact your tax collector's office.</u>

The following provisions are made part of the Contract for Residential Sale and Purchase or Residential Contract for Sale and Purchase or Vacant Land Contract between CHARLES A. LOWRY & DORTHY L. LOWRY (Seller) and ______________________ (Buyer) concerning the Property located at 228 HOLIDAY PARK BLVD NE PALM BAY, FL 32907.

THE PT MALABAR HOLIDAY PARK REC COMMUNITY DEVELOPMENT DISTRICT
(NAME OF DISTRICT)
("DISTRICT") MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

| | | | |
|---|---|---|---|
| 09/06/26 | AuthentiSIGN CHARLES A. LOWRY | | |
| Date | Seller | Date | Buyer |
| 09/06/26 | AuthentiSIGN DORTHY L. LOWRY | | |
| Date | Seller | Date | Buyer |

Seller represents that the current CDD taxes/assessments are:

$ 100.00 per APPLICATION FEE to PORT MALABAR HOLIDAY PARK.

$ 3,007.70 per YEAR to BREVARD COUNTY TAX COLLECTOR.

Buyer is responsible for all assessments or charges from the District described above, including any outstanding capital assessments, but not including any annual assessments or charges for any years prior to the year of closing which shall be paid by Seller at or before closing. The annual assessments and charges and the capital assessment for the year of closing shall be pro-rated in the same manner as property taxes as set forth in the Contract.

This addendum amends the above-referenced Contract between Seller and Buyer. All other non-conflicting provisions of that agreement remain in full force and effect.

# Comprehensive Rider to the Residential Contract For Sale And Purchase

**THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR**

**If initialed by all parties**, the clauses below will be incorporated into the Florida Realtors® /Florida Bar Residential Contract For Sale And Purchase between CHARLES & DORTHY LOWRY (SELLER)
and __________ (BUYER)
concerning the Property described as 228 HOLIDAY PARK BLVD NE PALM BAY FL 32907
Port Malabar Holiday Park Unit 1

***Buyer's Initials*** ____ ____ ***Seller's Initials*** ____ ____

## P. LEAD-BASED PAINT DISCLOSURE
## (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

**Seller's Disclosure (INITIAL)**

____ ____ **(a)** Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

____ ____ **(b)** Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: __________
- ☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

**Buyer's Acknowledgement (INITIAL)**

____ ____ **(c)** Buyer has received copies of all information listed above.

____ ____ **(d)** Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home*.

____ ____ **(e)** Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

**Licensee's Acknowledgement (INITIAL)**

SM 09/04/26 10:09 PM EDT dotloop verified **(f)** Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | |
|---|---|---|---|
| CHARLES A. LOWRY | 09/06/26 | | |
| SELLER | Date | BUYER | Date |
| DORTHY L. LOWRY | 09/06/26 | | |
| SELLER | Date | BUYER | Date |
| Shannon McLaren | dotloop verified 09/04/26 10:09 PM EDT 52EM-R4WM-ELU2-AVD6 | | |
| Listing Licensee | Date | Selling Licensee | Date |

**Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.**

# PRE-CONTRACT TITLE SEARCH DISCLOSURE

To help detect Liens, Encumbrances, and Legal Issues, and to maintain Marketable Title, we recommend that the Seller/Owner arrange a preliminary title search once a property is listed for sale. The items found in this search may include things recorded incorrectly against your property, or items previously paid off.

**There is NO upfront cost to the Owner, and NO payment is due if the property does not successfully close. ***

The title firm below has been identified for your convenience to provide this service at NO Upfront Cost and with no payment due if the property does not successfully close. **Seller/Owner is free to choose any title company to perform a pre-contract title search and closing,** and this Disclosure is intended to assist the Seller/Owner in evaluating the need for a pre-contract title search.

A pre-contract title search, also known as a preliminary title report, is an essential step in the real estate transaction process. It provides a detailed overview of the property's title status before the purchase and sale contract is finalized. Here are some key benefits of a pre-contract title search:

1. **Identify Ownership** – The report helps to confirm the current legal owner of the property and ensures the seller has the right to sell the property. The report also identifies any other party with a claim to ownership, even if obtained through a fraudulent or wild deed.
2. **Uncover Liens and Encumbrances** – The report helps reveal any existing liens (such as mortgages, unpaid taxes, or contractor debts) or encumbrances (such as easements or encroachments) that could affect the property transfer. These liens and encumbrances can include paperwork not properly finalized by contractors or easements filed by neighbors.
3. **Ensure Marketable Title** – The goal of the report is to ensure that the title is clear and marketable, meaning there are no defects or claims that could hinder the new owner's rights. The title company can assist by addressing any issues found in the report, often before a buyer is identified.

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**Omega National Title Agency**
**Attorney Chad Fears and Client Liaison Justin Fransen**
**JFransen@OmegaNationalTitle.com**
**(904) 631-9992**

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**Seller/Owner, at their sole discretion**, may select the company below or None/Non-Specified Company.
**I, the Seller/Owner, elect a pre-contract title search by:**

☐ **Omega National Title Agency**

☐ **None/non-Specified Company** (I do not wish to verify ownership, uncover improperly filed liens or encumbrances, or ensure marketable title at this time)

Property Address: ______________________________________________

| | | |
|---|---|---|
| CHARLES LOWRY | CHARLES A. LOWRY | 09/06/26 |
| Printed Name | Seller/Owner Signature | Date |
| DORTHY LOWRY | DORTHY L. LOWRY | 09/06/26 |
| Printed Name | Seller/Owner Signature | Date |

* Omega National Title Agency ("ONTA") will not charge for the pre-contract title search if the eventual closing occurs at ONTA, or if there is no closing within 365 days. If a closing occurs within 365 days at a location other than ONTA, the Seller/Owner agrees to pay for the pre-contract title search, up to $150 (only if the file closes somewhere other than ONTA).

***With 12 locations throughout Florida, Omega National Title Agency is the exclusive search partner of FHRM.***

# Exclusive Buyer Brokerage Agreement

EQUAL HOUSING OPPORTUNITY

**Definitions for Parties referred to throughout this agreement:**
**"AGENT"** means the Florida Licensed Real Estate Agent with the BROKERAGE FIRM
**"BROKER"** means the AGENT and the BROKERAGE FIRM
**"BROKERAGE FIRM"** means the Brokerage Firm specified which can be **"ONE"** of the following:
Florida Homes Realty & Mortgage LLC, Florida Homes Realty & Mortgage Property Management LLC

1. **PARTIES:** CHARLES & DORTHY LOWRY ("**Consumer**") grants

☑ Florida Homes Realty and Mortgage ☐ Florida Homes Realty & Mortgage Property Management **("Brokerage Firm")** and SHANNON MCLOREN **("Agent")** the exclusive right to work with and assist **Consumer** in locating and negotiating the acquisition of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership, possessory or equity interest in real property.

2. **TERM:** This Agreement will begin on the 6 day of SEPTEMBER, 2026 and will terminate at 11:59 p.m. on the day of APRIL 30, 2026 ("Termination Date"). However, if **Consumer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated. If **Consumer** has any accepted agreement where **Owner/Seller and Consumer** are under contract to "acquire" property this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY: Consumer** is interested in acquiring real property as follows or as otherwise acceptable to **Consumer** ("Property"): **Please Check ALL that apply.**

**(a) Type of property:**

☑ Residential ☐ Commercial
☐ Land ☐ Other ______

**(b) Location: Counties or Zip Codes**

BREVARD COUNTY

**Location: Specified Addresses**
**(To include additional addresses beyond this page, add attachment with Consumer and Agent signatures)**

Consumer Initials: CAL DLL

Broker or Agent Initials: SM 09/06/26 8:18 AM EDT dotloop verified

Acknowledge receipt of a copy of this page, which is Page 1 of 5.

4. **AGENT OBLIGATIONS:**

**(a) Broker Assistance. Broker** will
* Use **Broker's** professional knowledge and skills;
* discuss property requirements and assist **Consumer** in locating and viewing suitable properties;
* assist **Consumer** in negotiating and closing any resulting transaction;
* cooperate with real estate licensees working with the owner, if any, to complete a transaction.

**(b) Other Consumers. Consumer** understands that **Broker** may work with other prospective consumers who want to acquire the same property as **Consumer**. **Consume**r agrees that **Broker** may make competing consumers aware of the existence of any offer **Consumer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without Consumer's prior written consent. **Consumer** understands that **Agent** may work with other prospective consumers who want to acquire the same property as **Consumer**. If **Agent** submits offers by competing consumers, **Agent** may notify **Consumer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Consumer** agrees that **Agent** may make competing consumers aware of the existence of any offer **Consumer** makes, so long as **Agent** does not reveal any material terms or conditions of the offer without **Consumer's** prior written consent. **Consumer** understands that even if **Broker** is compensated by an owner or a real estate licensee who is working with an owner, such compensation does not compromise **Broker's** duties to **Consumer**.

**(c) Fair Housing. Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

**(d) Service Providers. Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Consumer's** request, refers or recommends to **Consumer** in connection with property acquisition.

5. **CONSUMER'S OBLIGATIONS: Consumer** agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:

**(a)** Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If **Consumer** contacts or is contacted by an owner, or a real estate licensee who is working with an owner or views a property unaccompanied by **Broker, Consumer**, will, at first opportunity, advise the owner or real estate licensee that **Consumer** is working with and represented exclusively by **Broker**.

**(b)** Providing **Broker** and necessary third parties (i.e., any lender, closing agent, etc.) with accurate information requested by **Broker** or third parties in connection with ensuring **Consumer's** ability to acquire property.

**(c)** Being available to meet with **Broker** at reasonable times for consultations and to view properties.

**(d)** Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that **Broker** incurs because of acting on **Consumer's** behalf.

**(e)** Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

**(f)** Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

**(g)** Making a diligent good faith effort to perform the contract terms of any purchase agreement or contract to lease and close on the sale of any property **Consumer** contracts to acquire.

6. **RETAINER:** A **non-refundable** retainer fee of $ NO CHARGE for **Broker's** services provided for **Consumer** ("Retainer") is earned and payable upon execution of this Agreement. This Retainer is in addition to any compensation earned by **Broker**. **Broker** and **Consumer** agree the Retainer is for the real estate services described herein and does not constitute a fee paid for a rental information list as described in section 475.453, Florida Statutes.

**Any Retainer will be made payable to "Brokerage Firm" and delivered by the Consumer or Agent.**

7. **COMPENSATION: Broker's** compensation is earned when, during the term of this Agreement or any renewal or extension, **Consumer** or any person acting for or on behalf of **Consumer** contracts to acquire real property as specified in this Agreement or defaults on any contract to acquire property. This compensation is for **Broker's** services for **Consumer**. Compensation received by **Broker**, if any, from an owner or owner's broker for services rendered to **Consumer** will reduce any amount owed by **Consumer** per this paragraph. CAL DLL

**(a) Purchase or exchange:** $______ or 3 % plus $ 189.00 BROKER FEE of the total purchase price or other consideration for the acquired property, payable no later than the date of closing specified in the sales contract; however, closing is not a prerequisite for **Broker's** fee being earned.

**(b) Lease**: $______ or ______ % of ____ month's rent (select only one); or $ ______ or ______ % plus $ ______ (select only one) of the gross lease value, payable when **Consumer** enters into a lease with the owner. If **Consumer** enters into a lease-purchase agreement, the amount of the leasing fee which **Broker** receives will be credited toward the amount due **Broker** for the purchase.

**(c) Option: Broker** will be paid $______ or ______ % of the option amount, to be paid when **Consumer** enters into the option agreement. If **Consumer** enters into a lease with option to purchase, **Broker** will be compensated for both the lease and the option.

**(d) Other: Broker** will be compensated for all other types of acquisitions as if such acquisition were a purchase or exchange.

**(e) <u>New Construction:</u>**
**(Consumer Check <u>ONLY</u> when Consumer wishes a different compensation for New Construction)**

☐ New Construction property shall have the following compensation:
**Purchase or exchange:** ______ $ or ______ % plus ______ $ of the total purchase price or other consideration for the acquired property, payable no later than the date of closing specified in the sales contract; however, closing is not a prerequisite for **Broker's** fee being earned.

**Consumer Initials (Required Initial if Box is Checked)**

**(g) Additional Terms:**

**COLLECTING BROKER FEE FROM THE SELLER:**

a) Credit to Consumer, at Closing. Consumer may choose to negotiate that the Broker Fee be paid, in whole or in part, by the seller, through a seller-credit to Consumer, at closing. At Consumer's instruction, Broker will write this request that a Closing Cost Credit Concession be requested and it will be documented on the Purchase and Sale Contract with Consumer's offer to purchase the Property.

This stipulation will NOT be written that the Credit must be used for Buyer's Broker Compensation.

**AND**

b) Direct Seller-to-Broker Compensation. Consumer authorizes Broker to request that the Broker Fee be paid directly in whole or in part, by the seller, to Broker, at closing. Any such arrangement will be memorialized in a separate compensation agreement as between the seller and Broker or on the Purchase & Sale Contract between Seller and Consumer. Consumer understands that Broker cannot communicate with the seller without first receiving the seller's broker permission to do so.

Any amounts paid by the seller, toward the Broker Fee, shall reduce the amount of the Broker Fee to be paid by Buyer. In no event will Broker retain a Broker Fee that exceeds what is specified in this Section 7

**Broker shall show all Property listings that fit Consumer criteria, unless directed differently in this Section below.**

8. **PROTECTION PERIOD: Consumer** will compensate **Broker** if, within 60 (if left blank, 45) days after Termination Date, **Consumer** contracts to acquire any property which was called to **Consumer's** attention by **Broker** or any other person or found by **Consumer** during the term of this Agreement. **Consumer's** obligation to pay **Broker's** fee ceases upon **Consumer** entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.

9. **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. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration**: By initialing in the space provided, **Consumer** CAL DLL, and **Broker** or **Authorized Associate** SM 09/06/26 8:18 AM EDT dotloop verified 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 to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

10. **CONDITIONAL TERMINATION:** At **Consumer's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination of this Agreement, **Consumer** must enter a written agreement to this effect and pay a cancellation fee of $__________ **Broker** may void the conditional termination and **Consumer** will pay the fee stated in the **COMPENSATION** Paragraph less the cancellation fee if, from the early termination date to Termination Date plus

Protection Period, if applicable, **Consumer** contracts to acquire any property which, prior to the early termination date, was found by **Consumer** or called to **Consumer's** attention by **Broker** or any other person.

11. **ASSIGNMENT; PERSONS BOUND: Broker** may assign this Agreement to another broker. This Agreement will bind and inure to **Broker's** and **Consumer's** heirs, personal representatives, successors and assigns.

12. **BROKERAGE RELATIONSHIP: Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Buyer** unless waived in writing.

13. **OTHER TERMS:** ______________________________

14. **ACKNOWLEDGMENT; MODIFICATIONS: Consumer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties. Electronic signatures will be acceptable and binding. **Brokerage commissions are not set by law and are fully negotiable. Broker may NOT receive compensation from any source that exceeds the amount or rate agreed to with Consumer.** However, **Consumer** agrees that **Broker** may receive separate compensation from owner of the property for services rendered to owner by **Broker,** for which **Consumer** will not be responsible.

Date: 09/06/26 Consumer Name: Charles Lowry

Consumer Signature: Authentisign CHARLES A. LOWRY

Address: 228 HOLIDAY PARK BLVD NE PALM BAY FL 32907

Telephone: (321) 381-6411 Email: dlowry547@gmail.com

Date: 09/06/26 Consumer Name: DORTHY LOWRY

Consumer Signature: Authentisign DORTHY L LOWRY

Address: 228 HOLIDAY PARK BLVD NE PALM BAY FL 32907

Telephone: (321) 381-6411 Email: dlowry547@gmail.com

Date: 09/06/2026 Authorized Agent or Broker Signature: Shannon McLoren dotloop verified 09/06/26 8:18 AM EDT BWXW-3P00-ZP7X-PN1H