

## EXCLUSIVE RIGHT OF SALE CONTRACT

This Exclusive Right of Sale Listing Contract ("Contract") is between, BARON REAL ESTATE HOLDINGS, LLC (SELLER) and LIGHTLE BECKNER ROBISON, INC., (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 upon execution of this agreement, and terminating at 11:59 p.m. the last day of October 2026 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Contract will automatically extend through the date of the actual closing of the contract for sale and purchase. SELLER certifies and represents that it is legally entitled to convey the Property and all improvements.
2. **DESCRIPTION OF PROPERTY:**

**Real Property:** N/A - NW Corner of S De Leon Ave and Harrison St  
**Parcel ID:** 22-35-16-00-52  
**Total Acres:** +/- 1.63

**PRICE AND TERMS:** Upon such price and terms as are reasonably acceptable to Seller.  
The Listing Price will be: **\$325,000.00**

4. **BROKER OBLIGATIONS AND AUTHORITY:** BROKER agrees to make diligent and continued efforts to sell the Property until a contract for sale is pending on the Property. Owner understands that the execution of this Agreement does not guarantee the sale of the Property, but it does assure Owner that BROKER will make earnest and continued effort to sell the Property until this Agreement is terminated. SELLER authorizes BROKER to:

Advertise Property as BROKER deems advisable in Online Commercial Data Bases, LBR Website and or other media.

Place appropriate transaction signs on the Property, including For Sale/Sold signs.

Canvass all potential prospects to make every effort to find potential buyers.

5. **SELLER OBLIGATIONS:** In consideration of the obligations of BROKER, SELLER agrees:
  - (a) To cooperate with BROKER in carrying out the purpose of this Contract.
  - (b) To refer immediately to BROKER all inquiries regarding the purchase of the Property.
  - (c) To inform BROKER prior to leasing, mortgaging, or otherwise encumbering the Property.
  - (d) To 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, which BROKER incurs because of SELLERS negligence, representation, actions, or inactions.
  - (e) Owner agrees not to rent, lease, or otherwise allow occupancy of the Property without the express written consent of the BROKER. In the event a change in mortgage circumstances occurs, the BROKER is to be notified in writing.

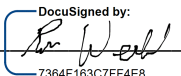
Initial  
JR


DS DS  
RB RW

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6. **COMPENSATION:** SELLER agrees to compensate BROKER for procuring a buyer who is ready, willing, and able to purchase the Property or any interest therein on the terms of this Contract or on any other terms acceptable to SELLER.
  - (a) **Amount of Compensation:** The rate of compensation and time of payment are as follows:
  - (b) SELLER will pay to a fee equal to six percent (6%) of the gross sales price. SELLER shall pay BROKER at the time of closing.
  - (c) **SELLER Default:** In the event a transaction fails to close because of refusal or failure of SELLER to perform or SELLER refuses to sign a contract for sale and purchase at the price and terms stated in this Contract, SELLER shall pay to BROKER on demand the fee stated in Paragraph 6(a).
  - (d) **Retained Deposits:** In the event SELLER retains a deposit, SELLER shall pay to BROKER as consideration for BROKER'S services 50% of the deposit, not to exceed the fee stated in Paragraph 6(a), and SELLER shall retain the balance.
  - (d) **Protection Period:** SELLER agrees to pay BROKERS fee if within 90 days after Termination Date, SELLER transfers or contracts to transfer the Property to any prospects with whom SELLER, BROKER, or any agent communicated regarding the Property prior to Termination Date. If SELLER, prior to or on Termination Date, requests BROKER to provide SELLER with a list of those prospects whom BROKER intends to protect under this subparagraph, BROKER must provide the list within 10 calendar days after Termination Date to collect a fee under this subparagraph
7. **COOPERATION WITH OTHER BROKERS:** BROKER will offer to cooperate with and compensate Licensed Real Estate Brokers in the State of Florida as Broker sees fit.
8. **ATTORNEY'S FEES AND COSTS:** In the event any litigation, arbitration or appeal arises out of this Contract, the party prevailing over the majority of issues shall be awarded reasonable attorneys fees from losing party.
9. **FLORIDA COMMERCIAL REAL ESTATE SALES COMMISSION LIEN ACT** The Florida Commercial Real Estate Commission Lien Act provides that when a BROKER has earned a sales commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net sale proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be waived before the commission is earned. (Section 475.703(5), F.S.)

DocuSigned by:  
 SELLER  Date 10/7/2025  
 EDA833CF8A0A44C... BARRY BIRKENHOLZ

DocuSigned by:  
 SELLER  Date 10/7/2025  
 7364F163C7FF4E8... Ron Wechsel

Signed by:  
 BROKER  Date 10/8/2025  
 228B4927E8224AA... Lightle Beckner Robison, Inc.  
 Jeff Robison

## Exhibit A

Land Description:

Brevard County Parcel ID: **22-35-16-00-52**



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BS  
DS  
RW