

## AGREEMENT ADDENDUM

This Agreement Addendum (the "Addendum") is attached to and made part of the foregoing Exclusive Right to Sell Listing Agreement, dated 12/03/2025, 2025 (the "Agreement"), by and between Raleigh Partners L.L.C., a Texas limited liability company, d/b/a Keller Williams Realty ("Raleigh Partners"), and The 220 Agents, LLC, a North Carolina limited liability company ("220 Agents"; together with Raleigh Partners, collectively, jointly and severally, "Broker") and Avenue One Holdings Inc., a Delaware limited liability company ("Avenue One") (on behalf of itself, its assignees, or one or more affiliates or entities on whose behalf Avenue One is authorized to act, "Seller"). Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. In the event of a conflict between this Addendum and the Agreement, this Addendum will control. Broker and Seller may each individually be referred herein as a "Party" and collectively as the "Parties."

**Section 1.** Section 1 of the Agreement shall be amended to include the following:

The Parties shall enter into an Exclusive Right to Sell Agreement, in the form of **Exhibit A** attached hereto (the "Exclusive Sale Agreement"), Seller will direct Broker to market for sale certain residential properties in the State of North Carolina (the "Area"), and will direct Broker to assist Seller with the disposition of such residential properties. For the purposes of this Addendum, each such property that Seller directs Broker to sell is referred to herein as a "Property" and collectively as the "Properties". Seller agrees for any Property in which an Exclusive Sale Agreement has been entered into between Broker and Seller, Seller will conduct all negotiations for such Property through Broker, and will refer to Broker inquiries relating to such Property received in any form from other real estate firms, prospective buyers or any other source. Exclusivity shall be limited to and only apply to such Property or Properties identified within an Exclusive Sale Agreement.

**Section 1.** Section 1 of the Agreement shall be amended to delete "Firm may assign other agents in Firm to provide the Services at any time" and insert "220 Agents may assign other agents within 220 Agents to provide the Services at any time."

**Section 2.** Section 2 of the Agreement shall be updated to include the following:

If at any point Broker fails to perform in accordance with the Agreement or this Addendum, including failure to meet the requirements detailed in the Agreement or this Addendum, Seller may terminate the Agreement upon written notice to Broker, which termination shall be effective immediately. In addition, Seller may terminate the Agreement for any or no reason upon delivery to Broker of written notice at least thirty (30) days prior to such termination. Notwithstanding the terms of this Section, in the event of a termination, the Term shall be extended to any Property or Properties under contract at the time such termination is provided.

**Section 7(b).** Section 7(b) shall be deleted in its entirety and replaced with the following:

- a. Broker Fee.** Seller shall pay a fee at the time of closing the sale of a Property (the "Closing", and such sale, the "Transaction") of one and a half percent (1.5%) of the purchase price of a Property ("Broker Fee"), but in no event less than \$1,750.00 (the "Minimum Listing Broker Fee").
- b. Earned and Payable.** Broker nor any other party shall not be entitled to any Broker Fee pursuant to this Agreement unless the Broker Fee is earned and payable hereunder. The Broker Fee shall be deemed earned and payable only when, during the Term of this Agreement: (i) Seller, any assignee of Seller or any person or legal entity acting on behalf of Seller, sells a Property through the work of Broker in accordance with the requirements of this Agreement, provided that this provision shall not apply if such Property is part of a portfolio disposition not completed through Broker (i.e., such Property is one of multiple Properties sold by Seller as part of a bulk sale (such Properties, a "Bulk Portfolio")); or (ii) if, having entered into an enforceable contract for the sale of a Property or Properties, as applicable (each such contract, a "Sale Contract") during the Term of this Agreement, the Transaction fails to close solely because of a breach of the Sale Contract by Seller.
- c. Due and Payable.** The Broker Fee will be due and payable (i) at Closing for each Property that is sold or (ii) upon the Transaction failing to close solely because of breach of the Sale Contract by Seller, in which case the total Minimum Listing Broker Fee amount that would have been due the Broker will be due and payable immediately in cash from the Seller.
- d. Referring Brokers.** Upon direction from Seller, in connection with any disposition of a Property, Broker will identify one or more persons in the applicable Transaction's settlement statement as a referring broker or co-agent (or other similar designations that may apply; each such person, a "Referring Broker"), which Referring Broker may be an affiliate of Seller or a third party. Subject to the terms of each individual arrangement between Broker and Referring Broker, such Referring Broker may or may not be entitled to receive any Referral Fee or other compensation for the applicable Transaction. Broker agrees that, if so, directed by Seller, a Referring Broker shall be entitled to receive up to one and a half percent (1.5%) of the purchase price (the "Referral Fee") of each Property sold pursuant to this Agreement. The applicable Referral Fee shall be due and payable to the Referring Broker upon Closing for the applicable Property at the same time as the Broker Fee, and may be paid either directly by Broker (after Broker receives the Fees from the closing agent) or from the escrow agent, as applicable. Upon request by Seller, Broker agrees to cooperate with Seller with respect to documenting any referral arrangements or agreements involving a Referring Broker, including any modification of any purchase and sale agreements or settlement statements, and/or entering into referral agreements with Seller and such Referring Broker.

**Section 7(c).** Section 7(c) shall be amended to include the following:

Any Cooperating Broker shall be agreed to in writing on a per Property basis.

**Section 7(e).** Section 7(e) shall be deleted in its entirety.

**Section 7(f).** Section 7(f) shall be amended to delete the following:

“Sellers default on a Contract, Seller’s unreasonable modification or cancellation of a Contract, or Seller’s default of this Agreement (including Seller’s refusal to sign an offer to purchase substantially satisfying the price and terms agreed to by Seller in this Agreement.)

**Section 14 (b).** Section 14(b) shall be amended to delete “both before and after the sale” and replace with “before the sale”

**Section 20.** Section 20 shall be amended to include the following:

Notwithstanding the foregoing, Seller may, without Broker’s consent, assign the Agreement (a) to any affiliate, provided that, solely to the extent relevant or necessary for selling any Property, Seller shall make commercially reasonable efforts to notify Broker of such assignment to an affiliate; or (b) to any party that becomes a successor or assignee of Seller (or any affiliate of Seller) in connection with any merger, acquisition, consolidation, or reorganization of Seller or its affiliates. The Parties acknowledge and agree that the Agreement shall be binding on, and shall inure to the benefit of, each of the Parties and their respective successors and permitted assigns.

**Section 22.** The following shall be added as Section 22 to the Agreement.

**Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee or partner of Seller.

**Section 23.** The following shall be added as Section 23 to the Agreement.

**Waiver of Trial by Jury.** Each Party knowingly, voluntarily, and intentionally waives, to the fullest extent permitted by applicable law, any right it may have to a Trial by Jury of any dispute arising under or relating to the Agreement, this Addendum or the transaction contemplated hereby.

**Section 24.** The following shall be added as Section 24 to the Agreement.

**Confidentiality.** Broker agrees to keep confidential all information related to the Agreement (including the relationship established by the Agreement and by any previous or future agreements between Seller and any of Broker’s affiliates or related entities) or any Transactions offered or made pursuant to the terms hereof unless the Seller permits such disclosure in writing or such disclosure is required by law.

**Section 25.** The following shall be added as Section 25 to the Agreement.

**Indemnification.** Broker shall indemnify, defend, and hold harmless Seller, any entity represented by Seller that sells any Property, their respective affiliates, and each of their respective directors, officers, employees, and agents, from and against any and all liabilities, obligations, claims, suits, losses, damages, deficiencies, penalties, fines, actions, judgments, disbursements, costs or expenses (including attorneys’ fees and other litigation costs and expenses) of any kind or nature whatsoever incurred by reason or result of or in connection with any act or omission by Broker, its agents, affiliates or licensees.

**Section 26.** The following shall be added as Section 26 to the Agreement.

**Broker Representations.** Broker represents and warrants that (a) it is not now, nor will it be at any time during the Term or any Renewal Term, a person with whom a U.S. person is prohibited from transacting business of the type contemplated by the Agreement, whether such prohibition arises under U.S. law, regulation, executive orders and lists published by the Office of Foreign Asset Control (“OFAC”) (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise (such persons being referred to in the Agreement as “Prohibited Persons”); and it has made reasonable inquiry and taken such other steps, consistent with best industry practices (including, without limitation, conducting background searches and checking published lists of Prohibited Persons) and in any event as required by applicable law, to ensure that no person who owns an interest in Broker is now, or will be at any time during the Term or any Renewal Term, a Prohibited Person; and (b) none of Broker, its employees or affiliates are currently or have ever been listed on the Federal Housing Finance Agency Suspended Counterparty List.

**Section 27.** The following shall be added as Section 27 to the Agreement.

**Governing Law.** The Agreement and this Addendum may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of North Carolina.

**Section 28.** The following shall be added as Section 28 to the Agreement.

**Dispute Resolution.** The Parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to the Agreement or this Addendum or any transaction related to or contemplated by the Agreement or this Addendum. If the dispute cannot be resolved by negotiation, the Parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. Notwithstanding the foregoing or anything to the contrary contained herein, this requirement to attempt to settle disputes by mediation shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; (2) any claim of Broker regarding the entitlement to or the non-payment of a Broker Fee or Fees hereunder; and (3) any threatened or actual breach by Broker or any of Broker’s representatives or agents of the confidentiality requirements to which Broker is subject in the Agreement or this Addendum and/or any non-disclosure agreement, as applicable.

**Section 29.** The following shall be added as Section 29 to the Agreement.

**Notices.**

- a. **Communications Regarding Real Estate Transactions.** Each Party acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the Term of this Agreement, each Party agrees to remain reasonably available to receive communications from each other.
- b. **Notices between Broker and Seller Regarding this Agreement.** Seller and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the Party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the Party to whom the communication or notice is being given as specifically set forth in this Agreement.

<i>HannaGrace Blanco</i>	dotloop verified 12/03/25 3:14 PM EST UPTM-Y7MC-H7RK-KSFY
--------------------------	---

<i>Kim Taylor</i>	dotloop verified 10/10/25 11:27 AM EDT 3IIR-K6JS-MQKA-P1OL
-------------------	---