Authentisign ID: C708EDE6-92C9-F111-BF5B-000D3A4FF82A

PROPERTY ADDRESS: 36825 Dead End Lane CITY, STATE Burns Oregon

1. AGENCY. Seller has received and read a copy of the Initial Agency Disclosure Pamphlet. SELLER authorizes BROKER's FIRM to appoint BROKER to act as SELLER's listing BROKER. It is understood and agreed that this Agreement creates an agency relationship with BROKER and BROKER's FIRM only, not with any other brokers of BROKER's FIRM. Any broker other than BROKER who procures a prospective buyer for the Property will not be representing SELLER and may represent a buyer.

2. EXCLUSIVE RIGHT TO SELL. In consideration for the services to be rendered by the undersigned BROKER's FIRM, the undersigned SELLER hereby grants to BROKER's FIRM the exclusive right to sell the property located at the address set forth above and more particularly described on the attached and incorporated RMLS Listing Data Input Form and/or In-Progress Agent Full Report (the "Property").

This listing is:

_X_ AN ACTIVE LISTING (ACT). Date marketing to begin is ___October 16___, 2026, which will be the List Date published in RMLS. No marketing may occur before such date.

____ AN ACTIVE LISTING (ACT) WITH DELAYED PUBLIC MARKETING (INTERNET=NO). Date marketing to begin is _____, _____, which will be the List Date published in RMLS. No marketing may occur before such date and after that date the Property will be excluded from syndication and IDX feeds**.** The Multiple Listing Options for Sellers Addendum must be completed and submitted to RMLS as a condition of delayed public marketing and shall set forth the date on which the listing shall be included in IDX and syndication feeds.

____ COMING SOON-NO SHOWING LISTING (CSN). Will automatically convert to ACT on the first date for showings and the date on which showings may begin is _____, _____ (not more than 21 days from date of this Agreement), which will be the List Date published in RMLS. Property will be shown in RMLS as CSN status and is subject to certain restrictions, as provided in the RMLS Rules and Regulations, including a prohibition against any showings. A sign and flyer including the phrase "Coming Soon" may be placed on the Property and the Property may be publicly marketed while in CSN status.

____ EXCLUDED FROM MLS AND ALL PUBLIC MARKETING. The Property will not be submitted to, or published in, RMLS. The Multiple Listing Options for Sellers Addendum must be completed and submitted to RMLS.

For purposes of this Section, marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. SELLER further allows BROKER's FIRM a reasonable time after termination or expiration of this Agreement to close any transaction on which earnest money has been paid, or a promissory note for earnest money has been tendered. No extension or renewal of this Agreement shall be effective unless it is in writing signed by SELLER and authorized signatory of BROKER's FIRM.

3. LIST PRICE. List Price $175,000.00.

4. TERM. This Agreement is effective when fully signed by all parties, and shall terminate at 11:59 p.m. on ___October 6___, 2027. Such termination date shall not be more than 24 months from the effective date.

Sellers' Initials SG _____

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5. BROKERAGE FEE. SELLER shall pay a brokerage fee as set forth in Section 6 below in an amount equal to 3.000 % of the selling price or option exercise price of the Property or $ _____. If the buyer is not represented by a real estate broker in their purchase of the Property, SELLER shall pay a total brokerage fee in an amount equal to _____% of the selling price or option exercise price of the Property or $ _____. SELLER acknowledges this sum is owed and payable to BROKER's FIRM under Section 6 below. **The brokerage fee is not set by law and is fully negotiable.**

SELLER hereby irrevocably assigns to BROKER's FIRM the proceeds of such transaction to the extent of BROKER's FIRM's fee and irrevocably instructs the escrow agent, if any, to pay BROKER's FIRM's fee at closing out of such proceeds.

6. RIGHT TO COMPENSATION. In consideration for the services herein described, SELLER shall pay BROKER's FIRM the brokerage fee set forth in Section 5 above if BROKER's FIRM, any cooperating broker, including, but not limited to, a buyer's broker or SELLER:

(a) finds a buyer ready, willing, and able to purchase the Property for the price and terms set forth in the attached RMLS Listing Data Input Form or such other price and terms as SELLER may accept; or
(b) sells the Property to any buyer during the term of this Agreement or within Ninety (90) days after termination of this Agreement.

IF SELLER ELECTS TO CANCEL THE AUTHORITY HEREBY GIVEN OR TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OF ITS TERM, SELLER WILL BE OBLIGATED TO PAY THE FULL COMPENSATION SET FORTH IN SECTION 5 ABOVE TO BROKER'S FIRM. Section 6 (b) above shall not apply if, following the termination of this Agreement, SELLER lists the Property for sale with another duly licensed real estate broker and if the application of such section would result in SELLER's liability for more than one brokerage fee. The term "sale" shall include any exchange or trade to which SELLER consents. In the event of an exchange, trade or lease option, BROKER's FIRM is permitted to represent and receive compensation from both parties.

7. DISBURSEMENT. In the event of forfeiture of earnest money for any transaction relating to this Agreement, the earnest money shall be disbursed as follows: SELLER 50.000 % BROKER's FIRM 50.000 % OR (check if applicable) [ ] to BROKER's FIRM to the extent of the brokerage fee, with balance to SELLER.

SELLERS' Initials SG / _____

8. INSUFFICIENT PROCEEDS. If the proceeds from the sale of the Property are insufficient to cover costs at closing, SELLER acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property for less than the amount owed, does not automatically relieve SELLER of the obligation to pay any debt or costs remaining at closing, including fees such as the BROKER's FIRM's commission.

9. SERVICES; AUTHORITY. BROKER's FIRM will market the Property, and in connection therewith, SELLER hereby authorizes BROKER's FIRM to do the following:
(a) if authorized pursuant to Section 11 below, place a "for sale" sign on the Property and remove all other similar signs;

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(b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in order to show the Property, all at SELLER's expense;
(c) obtain and disclose any information pertaining to any present encumbrance on the Property;
(d) if authorized pursuant to Section 10 below, obtain a key to the Property and place such key in a lock box on the exterior of the Property, with recognition that SELLER bears any risk of loss or damage associated with the use of such lock box (SELLER should consult SELLER's homeowner's insurance policy to determine coverage);
(e) have access to Property for purposes of showing it to prospective buyers at any reasonable hour;
(f) place information regarding this listing and the Property in the RMLS;
(g) disclose sale information including the selling price and any amount that the SELLER pays on behalf of the buyer for buyer's closing costs and prepaid items after closing of a sale of the Property;
(h) accept deposits on SELLER's behalf; and
(i) communicate with SELLER by telephone, facsimile, e-mail, and /or other electronic means even after the term of this Agreement.

SELLER hereby authorizes RMLS to use, relicense, repurpose, display and otherwise deal with photos and data regarding the Property, without compensation to the SELLER. Such authority shall survive expiration or termination of this Agreement. Tenant occupancy – if tenant(s) occupies property, and authority from the tenant(s) is required for BROKER's FIRM to do any of the items listed in Section 9, SELLER shall obtain such authority from tenant(s).

10. LOCKBOX. SELLER ☐does ☒does not (check one) authorize BROKER's FIRM to place a lockbox on the Property.

11. SIGN. SELLER ☒does ☐does not (check one) authorize BROKER's FIRM to place a sign on the Property.

12. INTERNET. SELLER ☒does ☐does not (check one) authorize BROKER's FIRM to advertise the Property on the Internet.

13. INDEMNITY AND LIMITATION OF LIABILITY. SELLER shall defend, indemnify, and hold harmless RMLS, BROKER's FIRM, its licensees and any cooperating broker and its licensees from any liability, claims, damages, causes of action or suits arising out of, or relating to, any breach of the representations and warranties set forth herein or in any agreement for the sale of the Property, and from the failure to disclose any material information to BROKER's FIRM relating to the Property. RMLS is an intended third party beneficiary of this Agreement. In no event shall RMLS, its subsidiaries, affiliates, shareholders, owners, managers, directors, employees or agents be liable to SELLER for any damages related to this Agreement or the services provided hereunder. SELLER hereby waives any right to initiate, participate and/or cooperate in any purported class or collective or representative action or proceeding against RMLS.

14. ATTORNEYS' FEES. If BROKER's FIRM refers this Agreement to an attorney for collection of the compensation due hereunder, SELLER shall pay the costs and reasonable attorneys' fees of BROKER's FIRM or any cooperating broker regardless of whether mediation is conducted or arbitration or litigation is filed. If mediation is conducted or if arbitration or litigation is filed in connection with any dispute relating to this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs in connection with such mediation, arbitration or litigation, and in any appeal therefrom and enforcement thereof.

15. DISPUTE RESOLUTION. SELLER and BROKER's FIRM, including the licensees of each, if any, agree that all claims, controversies or disputes, including those for rescission hereinafter collectively

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referred to as "Claims"), relating directly or indirectly to this Agreement, shall be resolved in accordance with the procedures set forth herein which shall expressly survive closing. Provided, however, the following matters shall not constitute Claims:

(a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract, or recorded construction lien;

(b) a forcible entry and detainer action;

(c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration provisions of the National Association of REALTORS®.

The filing of a notice of pending action ("*lis pendens*") or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to use the procedures specified below.

Notwithstanding the following provisions, SELLER, BROKER's FIRM and the licensees, if any, mutually agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other court of law. No party shall have a right to request a jury trial and remove the matter from Small Claims Court, notwithstanding any right contained in Oregon law, and a judgment in Small Claims Court shall be final and binding under all circumstances.

If SELLER was represented in this transaction by a licensee who was then a member of the National Association of REALTORS®, all claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® or other organization-adopted mediation program (collectively the "System"). Provided, however, if the System is not then available through the licensees' Association of REALTORS®, then the SELLER, BROKER's FIRM and/or licensees shall not be required to engage in mediation.

All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding private arbitration in accordance with Oregon law. SELLER agrees that the arbitrability of any claim is to be decided solely by an arbitrator and that neither SELLER nor BROKER's FIRM may bring claims against the other and/or RMLS as part of any purported class or representative action or proceeding. Unless otherwise mutually agreed upon by SELLER, BROKER's FIRM and RMLS, the arbitrator(s) may not consolidate or join more than one person's and/or party's claims, and may not preside over any form of consolidated, representative or class proceeding. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a *lis pendens*. SELLER, BROKER's FIRM and/or their licensees may use any professional arbitration company which provides such service to the county where the Property is located, as selected by the party first filing for arbitration. Provided, however, if no arbitration company has available services when the Claim arose, neither SELLER, BROKER's FIRM, nor their respective licensees, if any, shall be required to participate in arbitration. In the event either an arbitration company is not available and/or a court decides that any part of this section is invalid or unenforceable, the remaining parts of this section shall still apply.

BY CONSENTING TO THIS PROVISION YOU ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND YOU ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY AND THE RIGHT TO PROCEED IN ANY CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING AGAINST BOTH BROKER'S FIRM AND RMLS. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

16. COMPLIANCE WITH LAW. SELLER shall comply with all laws relating to the Property and the sale thereof, including without limitation, the obligation to offer the Property for sale to any person without

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regard to race, color, religion, gender, disability, marital status, familial status, sexual orientation, gender identity, legal source of income, domestic violence victim or national origin.

17. SELLER's PROPERTY DISCLOSURE STATEMENT. SELLER will complete the Seller's Property Disclosure Statement accurately based upon SELLER's personal knowledge and information as required under ORS 105.464. BROKER's FIRM has not made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of SELLER's disclosures. SELLER hereby authorizes BROKER to:

(a) deliver a copy of such Disclosure Statement to any prospective Buyer; and

(b) rely solely upon SELLER's representations set forth in this Agreement and in the Disclosure Statement without further inquiry or diligence on BROKER's part.

18. REQUIRED DETECTORS. Oregon law requires SELLER to install an approved SMOKE DETECTOR(s) and approved CARBON MONOXIDE DETECTOR(s) in the building(s) located on the Property. SELLER will install approved smoke detector(s) and approved carbon monoxide detector(s) in the building(s) located on the Property, as required by law.

19. SELLER'S REPRESENTATIONS AND WARRANTIES. SELLER hereby represents and warrants to BROKER's FIRM:

(a) that the undersigned SELLER has full authority to enter into this Agreement and to convey marketable title to the Property to a buyer;

(b) the information on the attached Listing Data Input Form and/or In-Progress Agent Full Report is correct and complete; and

(c) as of the date(s) of the closing of the sale of the Property and transfer of possession, all aspects of the Property will be in substantially their present condition and free of material defects, except as disclosed in the sale agreement or Seller's Property Disclosure Statement.

20. FIRPTA. In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. If FIRPTA applies, the buyer or other qualified substitute may be legally required to withhold this tax at closing. In order to avoid closing delays, SELLER is requested to initial one of the two statements:

Sg / _____ SELLER warrants and represents to BROKER and BROKER's FIRM that SELLER is **not** a foreign person under FIRPTA.

_____ / _____ SELLER **is** a foreign person under FIRPTA.

21. ADDITIONAL PROVISIONS. **Total Broker commission to not exceed 3% unless negotiated. This is for the sale of 24S32V06-00-00500.**

22. MODIFICATION. No provision of this Agreement, including, without limitation, the amount of the brokerage fee set forth in Section 5, may be modified except in writing signed by SELLER and by BROKER's FIRM.

Sellers' Initials Sg _____

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BROKER (printed) **Jake Blackburn**

BROKER Signature _____

Date of BROKER's Signature _____

Phone **(541)589-1213**

Email **jake@jettblackburn.com**

BROKER's License # **201244159**

BROKER's FIRM (printed) **United Country Jett Blackburn Real Estate Inc.**

BROKER's Principal Broker (printed) **Curt Blackburn**

Address **707 Ponderosa Village**

Address _____

City **Burns**

State **Oregon**

Zip **97720**

Principal Broker's Phone **(541)589-1213**

Principal Broker's Email _____

BROKERAGE License # **961000014**

SELLER(S):

SELLER (printed) **Stephanie Githens**

SELLER Signature Authentisign Stephanie Githens

Date of SELLER'S Signature 10/16/2026

Address _____

Address _____

City _____

State _____

Zip _____

Phone (w) _____

Phone (h) _____

Email _____

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SELLER (printed) _____

SELLER Signature _____

Date of SELLER'S Signature _____

Address _____

Address _____

City _____

State _____

Zip _____

Phone (w) _____

Phone (h) _____

Email _____

If legal representative or attorney-in-fact state capacity and name of real party in interest

Name _____

_____

Capacity _____

On Behalf of _____

_____

Sellers' Initials SG _____ _____

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