

THIS IS PROVIDED FOR INFORMATION PURPOSES. THIS IS NOT A CONTRACT.

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

➤ Alabama law requires you, the consumer, to be informed about the types of services that real estate licensees may perform. The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but it would be appreciated. The purpose of this disclosure is to give you a summary of these services.

A **SINGLE AGENT** is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be the seller or the buyer. The licensee when acting as an agent must represent the best interests of the client by placing the interests of the client ahead of the interests of any other party. In a real estate transaction, when a real estate licensee is employed as an agent, the licensee is obligated to advise and advocate for the best interests of his or her client. A single agent must be loyal and faithful to the client.

When two or more licensees under the same qualifying broker are in separate agency agreements with a different party in the same transaction, the qualifying broker can designate those licensees as single agents as to the licensee's client. The designation must be in writing and done as soon as reasonably possible. A designated single agent is not a dual agent, and neither the qualifying broker, the designated single agent, nor any other licensee involved in the transaction shall be assumed to have knowledge to any other party with whom the licensee has not entered an agency agreement.

A **DUAL AGENT** is a licensee, who is an individual, acting as an agent for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to each client, except where the duties owed to the clients' conflict with one another.

A **TRANSACTION FACILITATOR** assists one or more parties, who are customers, in a sale. Transaction facilitator describes a brokerage arrangement whereby the real estate licensee assists one or more parties, who are customers, in a contemplated real estate transaction, without being the agent, fiduciary, or advocate of that party to the transaction. The transaction facilitator can act as an intermediary between buyers and sellers. A licensee can serve as a transaction facilitator to a single party or to both the buyer and seller. A licensee can also represent one party as an agent and serve as a transaction facilitator for the other party in the transaction. In the absence of an agency agreement, a licensee is presumed to be acting as a transaction facilitator for any otherwise unrepresented party to whom the licensee is providing services.

➤ **Alabama law imposes the following obligations on all real estate licensees to all parties in a real estate transaction:**

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. To present all written offers in a timely and truthful manner when assisting a party in the negotiation of a real estate transaction; and
5. To act on behalf of the licensee or his or her immediate family, or on behalf of any other individual, organization, or business entity in which the licensee has personal interest only with a timely written disclosure of this interest to all parties to the transaction.



➤ Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you.

Some examples are:

1. Provide information about properties;
2. Show properties;
3. Assist in making a written offer; or
4. Provide information on financing.

You may choose which type of service you want from a licensee and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction facilitator. A written agreement is required by law prior to a licensee listing a property on your behalf or submitting an offer on your behalf for compensation.

The licensee's broker is required by law to have on file an agency disclosure office policy describing the company's brokerage services and general information on how the company and licensee are compensated for the brokerage services. That agency disclosure office policy is required, in addition to this form, to be provided to you prior to the licensee providing you any brokerage services. You should feel free to ask any questions you have.

Name of Licensee

signed by:

Michael Montee

FEF7C8D9C5B3405...

Licensee's Signature

10/6/2026

Date

Name of Consumer

signed by:

Kaylene Ward

07E0F33BAF00403
Consumer's Signature (Acknowledgement for Receipt Purposes Only)

10/6/2026

Date

BIG HORN LAND & ESTATES

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Land • Homes • Ranches • Farms

This Exclusive Right to Sell Listing Agreement (the “Agreement”) is entered into between Big Horn Land & Estates (“Firm”) and the undersigned owner(s) or authorized representative(s) of the owner(s) (“Seller”). In consideration of Firm’s agreement to market the real property described below (the “Property”), Seller and Firm agree as follows.

1. EXCLUSIVE RIGHT TO SELL AND LISTING TERM

Seller, being the sole owner of the Property, grants Firm the exclusive right to market and sell the Property beginning on 10/6, 2026 and ending at 11:59 p.m. on 10/6, 2027 (the “Listing Term”), unless extended or earlier terminated by a written agreement signed by Seller and Firm. Seller represents that, as of the effective date, the Property is not subject to another exclusive listing agreement except as disclosed in writing to Firm. During the Listing Term, a commission may be due as provided in this Agreement if the Property is sold, exchanged, transferred, conveyed, placed under an installment arrangement, or otherwise disposed of, regardless of whether the buyer is procured by Firm, Seller, another broker, or another person, subject to applicable law and the terms stated below.

2. PROPERTY

Property Address / Location: Lot 38 Riverview Landing

County / Parish: wilcox

State: AL

Approximate Acreage: 2.68 acres

Tax Parcel / Map No.: 08-07-26-0-000-001-091-0

Legal description: ☐ Attached as Exhibit A ☐ To be supplied by Seller ☐ Other: 2.68 AC LOT 38 RIVERVIEW LANDING SUB MB 8 PG 1 & 2

SEC 26 T13N R7E

3. LISTING PRICE AND TERMS

Listing Price: \$79,000

Price Per Acre (if applicable): _____

Seller authorizes Firm to present offers at the listing price and terms stated above and any other offers for Seller’s consideration. Seller retains the sole right to accept, reject, or counter any offer. Additional pricing or sale terms may be stated in an attached exhibit or special-provisions section.

4. BROKERAGE RELATIONSHIPS AND COOPERATION

Firm may cooperate with licensed real estate brokers and licensees as permitted by applicable law. Seller authorizes Firm to communicate and cooperate with buyer representatives, subagents, designated agents, transaction brokers, or other lawful brokerage relationships when applicable. Any agency disclosures or consents required by the state where the Property is located shall be provided separately or incorporated by addendum.

Seller authorizes Firm, in Firm’s discretion and subject to applicable law, to offer compensation to a cooperating brokerage. Any such compensation shall be paid from Firm’s compensation unless otherwise agreed in writing and shall not increase Seller’s total commission obligation under this Agreement.

5. MARKETING AND ADVERTISING AUTHORIZATION

Seller authorizes Firm to market the Property using methods Firm considers appropriate, including Firm’s website, land and real-estate marketing platforms, mapping platforms, social media, email marketing, digital advertising, print advertising, brochures, photography, video, drone imagery where lawful, signage, direct marketing, and communications with prospective buyers and cooperating brokers.

Seller authorizes Firm to publish Property information supplied by Seller or obtained from sources Firm reasonably believes to be reliable, including acreage, maps, boundaries, tax information, improvements, photographs, videos, descriptions, and other marketing content. Marketing boundaries and maps are approximate unless established by a current survey.

Sign authorization: ☒ Firm may place a sign on the Property ☐ No sign requested ☐ Other: _____

6. SELLER COOPERATION AND ACCESS

Seller agrees to cooperate reasonably with Firm in marketing and showing the Property. Seller shall promptly refer to Firm any inquiries, offers, or prospects received during the listing term concerning a potential sale of the Property. Showings shall be coordinated through Firm unless otherwise agreed in writing.

BIG HORN LAND & ESTATES

Seller authorizes reasonable access to the Property for Firm, prospective buyers, cooperating brokers, photographers, inspectors, surveyors, appraisers, and other persons involved in evaluating or marketing the Property, subject to Seller's reasonable access instructions and applicable law.

Access instructions / restrictions, if any: call Michael @ Big Horn Land & Estates For Private Showings

7. FIRM SERVICES AND LIMITATIONS

Unless separately agreed in writing, Firm is engaged to provide real estate brokerage and marketing services only. Firm does not provide legal, tax, accounting, engineering, environmental, surveying, property-management, repair, hunting-management, forestry, agricultural, mineral, or other professional services. Seller should obtain independent professional advice when appropriate.

8. COMPENSATION

Firm's compensation shall be in the form of a commission equal to:

☐ Percentage: 6% % of the gross sales price at closing

☐ Fixed: \$ _____ fixed commission

☐ Other: _____

Unless prohibited by applicable law or modified by a written addendum, the commission is earned when Seller enters into an enforceable agreement for the sale or other disposition of the Property and the conditions required for Firm's entitlement to compensation have occurred. The commission is payable at closing or other transfer of the Property, except as otherwise provided in this Agreement or required by law.

For an exchange, contribution, installment transaction, transfer of a material ownership interest used in lieu of a direct property sale, or other transaction having substantially the same economic effect as a sale, compensation shall be determined from the consideration or fair market value attributable to the Property, to the extent permitted by applicable law.

If Seller wrongfully refuses or fails to complete a transaction after Firm's commission has been earned, Seller remains responsible for Firm's compensation to the extent permitted by applicable law. Any treatment of forfeited earnest money or option money shall be governed by the purchase agreement, applicable law, and any separate written agreement concerning such funds.

9. PROTECTED PROSPECTS AFTER EXPIRATION

For one hundred and eighty (180) days after expiration or termination of this Agreement (the "Protection Period"), Seller shall owe Firm the compensation stated in this Agreement if Seller sells or agrees to sell the Property to a prospect with whom Firm or a licensee acting through Firm had substantive communications, negotiations, a showing, or other material contact concerning the Property during the Listing Term, provided Firm gives Seller a written list of protected prospects within the requisite timeframe after expiration or termination, if required by applicable law.

This protection shall not apply to the extent prohibited by law or, where applicable, if Seller enters into a valid exclusive listing agreement with another licensed brokerage and the law prevents the prior firm from enforcing the protection provision.

10. PRIOR PROSPECTS AND PRIOR LISTING AGREEMENTS

Seller shall disclose to Firm in writing any prior listing agreement and any prospect who may remain protected under that agreement. Firm shall not claim compensation for a transaction excluded in writing because of a valid prior protection obligation.

Prior protected prospects, if any: _____

11. SELLER REPRESENTATIONS AND PROPERTY INFORMATION

Seller represents that Seller is the fee simple owner of the Property and has the authority to enter into this Agreement and to offer the Property for sale. Seller agrees to provide information concerning the Property that is accurate to the best of Seller's knowledge and to promptly advise Firm of material changes or inaccuracies. At closing of the underlying transaction, Seller agrees to provide a general or statutory (special) warranty deed in acceptable form and which complies with applicable law.

Seller is responsible for disclosures required by applicable law. Firm may rely on information supplied by Seller and public or third-party sources except to the extent Firm has a legal duty to investigate, verify, or disclose independently.

12. INDEMNIFICATION

To the extent permitted by law, Seller agrees to indemnify and hold Firm and its affiliated brokers, licensees, employees, and representatives harmless from claims, losses, or expenses arising from materially inaccurate or incomplete information supplied by Seller, Seller's breach of this Agreement, or conditions of the Property that Seller was legally obligated to disclose but failed to disclose. This provision does not release Firm or any licensee from liability that cannot lawfully be waived, including liability arising from that party's own unlawful conduct.

13. PHOTOGRAPHS, VIDEO, MAPS AND MARKETING MATERIALS

Seller grants Firm permission during the listing term to photograph, video, map, describe, and otherwise create marketing materials concerning the Property. Seller grants Firm a non-exclusive license to use, reproduce, display, distribute, and adapt materials supplied by Seller for purposes of marketing the Property, subject to any written limitations provided by Seller and applicable law.

Unless otherwise agreed in writing, marketing content created by or for Firm may remain in Firm's historical transaction, portfolio, archival, and sold-property records after the listing ends, subject to applicable law and third-party rights.

14. SPECIAL PROVISIONS

15. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY; GOVERNING LAW

This Agreement, together with its exhibits and state-specific disclosures or addenda, constitutes the agreement between Seller and Firm concerning the listing of the Property and supersedes prior discussions concerning the same subject. Any amendment must be in writing and signed by the parties when required by law. If a provision is unenforceable, the remaining provisions shall remain effective to the extent permitted by law.

This Agreement shall be governed by the laws of the state in which the Property is located. State-specific statutes, regulations, agency disclosures, consumer notices, and required forms control over any inconsistent provision of this Agreement.

16. FAIR HOUSING AND EQUAL OPPORTUNITY

Firm and its licensees will conduct brokerage activities in accordance with applicable federal, state, and local fair-housing and anti-discrimination laws.

IMPORTANT: This master agreement is intended to be paired with any disclosures, notices, agency forms, or addenda required in the state where the Property is located. State-specific legal review is recommended before deployment.

17. SIGNATURES

The parties hereto have caused this Agreement to be duly executed effective as of _____, 20_____.

Signed by:

Seller Signature:
Kaylene Ward

Date:
10/6/2026

07E0F33BAF90463...
Printed Name:

Kaylene Ward

Phone:
404-395-5641

Mailing Address:

2057 Old Forge Way Marietta, Ga. 30068

Email:

abrserv@gmail.com

Seller Signature:

Date:

Printed Name:

Phone:

Mailing Address:

Email:

Signed by:

BHLE Listing Agent Signature:

Michael Montee

Date:
10/6/2026

FEF7C8D9C5B3405...

Listing Agent Name / License No.:

Michael Montee

Phone / Email:

334-830-1392/michael@bighornland.com

Broker / Managing Broker Signature: _____

Broker Name / License No.: _____

Date: _____

BIG HORN LAND & ESTATES

LAND • HOMES • RANCHES • FARMS

AGENCY DISCLOSURE OFFICE POLICY

(Alabama)

1. PURPOSE

This Agency Disclosure Office Policy has been adopted by **Big Horn Land & Estates, LLC d/b/a Big Horn Land & Estates** ("Big Horn Land & Estates") in accordance with the Alabama Real Estate Consumer's Agency and Disclosure Act ("RECAD"). The purpose of this Policy is to identify the brokerage services offered by Big Horn Land & Estates and to provide general information regarding brokerage compensation and agency relationships available through the Brokerage. This Policy should be reviewed together with the [Alabama Real Estate Brokerage Services Disclosure \(RECAD\) form](#).

2. BROKERAGE SERVICES OFFERED BY THE BROKERAGE

Big Horn Land & Estates may offer one or more of the following brokerage relationships:

- ☒ Seller Agency
- ☒ Buyer Agency
- ☒ Limited Consensual Dual Agency
- ☒ Transaction Facilitator Services

The brokerage relationship selected for a specific transaction will be governed by the nature and circumstances of the transaction and the written agreements executed by the parties. Big Horn Land & Estates is not required to offer all brokerage relationships in every transaction and reserves the right to determine, on a transaction-by-transaction basis, which brokerage relationships are available.

3. SELLER AGENCY

When acting as a Seller's Agent, Big Horn Land & Estates and its licensees represent the seller pursuant to a written brokerage agreement.

A Seller's Agent is obligated to:

- Promote the seller's best interests;
- Exercise reasonable skill and care;
- Maintain confidential information as required by law;
- Present offers and counteroffers in a timely manner;
- Assist the seller in negotiating transaction terms; and
- Perform such other duties as may be required by law and the brokerage agreement.

No seller agency relationship exists unless established by a written agreement.

4. BUYER AGENCY

When acting as a Buyer's Agent, Big Horn Land & Estates and its licensees represent the buyer pursuant to a written brokerage agreement.

BIG HORN LAND & ESTATES

LAND • HOMES • RANCHES • FARMS

A Buyer's Agent is obligated to:

- Promote the buyer's best interests;
- Exercise reasonable skill and care;
- Maintain confidential information as required by law;
- Assist the buyer in evaluating and negotiating transaction terms; and
- Perform such other duties as may be required by law and the brokerage agreement.

No buyer agency relationship exists unless established by a written agreement.

5. LIMITED CONSENSUAL DUAL AGENCY

Big Horn Land & Estates may act as a Limited Consensual Dual Agent when permitted by Alabama law and when all required written consents have been obtained. As a Limited Consensual Dual Agent, Big Horn Land & Estates represents both buyer and seller in the same transaction. Because Big Horn Land & Estates is representing parties with potentially differing interests, certain duties that would otherwise be owed to a single client may be limited. Big Horn Land & Estates will not act as a Limited Consensual Dual Agent without obtaining the informed written consent required by law.

6. TRANSACTION FACILITATOR SERVICES

Big Horn Land & Estates may provide services as a Transaction Facilitator.

A Transaction Facilitator:

- Assists parties in completing a transaction;
- Is not an agent of either party;
- Does not represent either party in a fiduciary capacity; and
- May provide information and assistance to both parties.

Unless and until a written brokerage agreement is executed establishing an agency relationship, Alabama law generally treats the licensee as a Transaction Facilitator.

7. DESIGNATED AGENCY

If permitted by Alabama law and Big Horn Land & Estates procedures, the qualifying broker may designate different licensees within the brokerage to separately represent different parties in the same transaction. Any such designation shall be made in accordance with Alabama law and Big Horn Land & Estate's policies.

8. COMPENSATION

Big Horn Land & Estates' compensation may be paid by:

- Sellers;
- Buyers;
- Landlords;
- Tenants;
- Property owners;
- Listing brokers;
- Cooperating brokers;
- Property managers; or
- Other lawful sources.

BIG HORN LAND & ESTATES

LAND • HOMES • RANCHES • FARMS

Big Horn Land & Estates' compensation may be established through:

- Listing agreements;
- Buyer agency agreements;
- Purchase agreements;
- Property management agreements; or
- Other written agreements.

The amount and source of compensation vary by transaction. Specific compensation arrangements will be disclosed in applicable transaction documents and brokerage/listing agreements. As an example, with respect to Seller Agency, Big Horn Land & Estate is typically compensated for our brokerage services based on a negotiated percentage of the gross sales price or a sum certain as set forth in the listing agreement with the Seller.

9. NO LEGAL OR TAX ADVICE

Licensees of the Brokerage are not authorized to provide legal, tax, accounting, title, survey, or other professional advice outside the scope of licensed real estate activities. Consumers are encouraged to consult independent legal, tax, accounting, title, surveying, insurance, environmental, and other professional advisors concerning matters affecting their interests.

10. NOTICE TO CONSUMERS

The Alabama Real Estate Consumer's Agency and Disclosure Act (RECAD) requires brokerages like Big Horn Land & Estates to provide real estate consumers with (A) a copy of the accompanying RECAD Brokerage Services Disclosure Form, and (B) information regarding available brokerage relationships and services offered. Therefore, every Big Horn Land & Estates' Alabama licensee must furnish a copy of this policy, along with the RECAD form, to each consumer involved and as early as possible in a transaction. Licensees are required to collect and retain a copy of the consumer acknowledgement of this policy and the RECAD form in each transaction record.

Both licensees and consumers are encouraged to review this policy and the accompanying RECAD Brokerage Services Disclosure form and ask questions regarding available brokerage relationships. Licensees and Consumers are also encouraged to review Alabama Real Estate Consumer's Agency and Disclosure Act (RECAD) made available in full on the Alabama Real Estate Commission's website and elsewhere, and particularly Ala. Code § 34-27-82(c) which this notice is intended to comply with.

Questions regarding this policy or available brokerage relationships should be directed to Dallas Clearman, dallas@bighornland.com, Qualifying Broker for Big Horn Land & Estates.

Consumer Acknowledgement:

Signed by: Kaylene Ward
Consumer Name: _____
Signature:  _____
Date:  07E0F33BAF90463... 10/6/2026 _____

***Attach RECAD Brokerage Services Disclosure Form**