

  
**CIREBA**  
Multiple Listing Agreement

FIRM NAME: 1503 PROPERTY GROUP

herein identified as "the Broker"

LISTING TERM: (Minimum listings 1 year-Renewals 6 month minimum) 1 YEAR from the date of Owner's signature below.

IN CONSIDERATION of the Broker listing and endeavouring to procure a buyer for the property known as EAST END HOME LOT legally described as

REGISTRATION SECTION EE BLOCK 75A PARCEL 137 (the "Property") for sale or exchange at a GROSS SALES PRICE OF () One hundred eighty nine thousand (the "List Price") with

completion/possession to take place as agreed but preferably within 30-90 days of contract execution, the Owner (and for all purposes herein the term "Owner" includes a chargee lawfully exercising the right to sell and executing this agreement) gives the Broker the exclusive right to sell the Property at the price and terms stated herein and the Broker agrees to use its best efforts to procure a buyer during the term of this listing. For all purposes of this agreement a sale of the Property shall also encompass a sale of the shares of any company that is the registered proprietor of the Property, if such shares are sold in lieu of a sale of the Property.

(a) The Owner agrees to pay the Broker a commission of 7 % of the actual sales price agreed with a buyer, which shall be payable from the first disbursement of funds from the buyer that are releasable proceeds of the sale of the Property. The commission rate is based on the following CIREBA Rate Schedule which prescribes the commission rate for the List Price:

\$494,999 or under -7%

\$495,000 to \$994,999-6%

\$995,000 to \$9,994,999-5%

\$9,995,000 and over-4%

and in the event the Owner advises the Broker in writing, whether by email, fax or otherwise, to reduce the List Price, the commission payable will be varied if necessary to accord with the CIREBA Rate Schedule.

(b) The commission shall be deemed to be earned if a contract of sale is entered into before the expiration of this agreement, whether such sale is made by the Owner, Broker, or any other source. The Owner agrees to refer to the Broker every prospective buyer who contacts the Owner during the term of this agreement.

(c) If an agreement for sale of the Property is entered into by the Owner through any source except when listed with another CIREBA Broker within 90 days after the expiration of this agreement with anyone who had been introduced to the Property during the term of this agreement, the commission shall be deemed to be earned at that time and shall be payable to the Broker on the first disbursement of funds. At the expiration or termination of this agreement, the Broker must notify the Owner in writing of those prospective purchasers introduced to the Property for such prospective purchaser to come under the provisions of this clause.

(d) If the Owner shall fail for any reason whatsoever to complete a sale or exchange upon the Broker procuring a purchaser ready, willing, and able to complete a sale or exchange in accordance with this agreement or upon any other such terms as the Owner may agree, the Owner agrees to pay the Broker the commission as calculated above, based on the List Price or the agreed price, as the case may be. A purchaser shall be deemed ready, willing and able to complete if such purchaser has (i) tendered to the Broker or to the Owner the full purchase price or balance thereof as set out in an agreement made between the Owner and such purchaser and such agreement contains no conditions which have not been waived or fulfilled as of the date of such tender or (ii) has signed an unconditional offer to purchase the Property for an amount that is at least equal to the List Price, has paid to the Broker a deposit of no less than 10% of the List Price, and the offer provides for completion of the purchase within 90 days from the date thereof. In such event, upon payment in full to the Broker of the calculated commission in cleared funds, this agreement shall terminate and neither party shall thereafter have any obligations to the other hereunder.

(e) In the event that the purchaser defaults and the purchaser's deposit is forfeited, the Broker shall be entitled to 33 1/3 % of said forfeited deposit, provided this amount does not exceed the above agreed commission calculated in the manner hereinbefore provided. Such amount may be deducted by the Broker from such forfeited deposit in full satisfaction of all commission claims. The Owner acknowledges that said forfeited deposit has been acquired through the efforts of the Broker and that the amount of the Broker's entitlement under this paragraph is a fair and genuine attempt to estimate in advance the costs and damages which the Broker would suffer as a result of the purchaser's default.

(f) This authority gives the Broker the right to advertise the Property for sale including placement of a sign on the Property unless otherwise specified herein. The Owner agrees to instruct any tenants, strata managers, or management companies to allow access within 18 hours notice and to maintain the Property in its current condition for the duration of the listing.

(g) The Broker and Owner hereby agree to the submission of this listing to the Multiple Listing Service of CIREBA for dissemination to CIREBA Members in accordance with CIREBA Rules and Regulations. The Broker shall advise the Owner upon request of what steps have been taken by him to market the Property and the Broker acknowledges he will be responsible for payment of a commission to any co-brokering CIREBA Member. Broker is not obliged to show the Property to, or present any offers from, any prospective buyer who is represented by a non-CIREBA Member agent or broker, unless such non-CIREBA Member has entered into the requisite commission sharing agreement with the Broker.

PAGE 1

DATE: 04-07-2022 OWNERS INITIALS:

ABSS  
Revised 2021-5

**Cayman Islands Real Estate Brokers Association  
Multiple Listing Agreement**

PAGE 2 - continued - REGISTRATION: EE BLOCK: 75A PARCEL: 137

- (h) Stamp Duty shall be payable by the purchaser, and legal fees shall be paid separately by each party;
- (i) The Owner acknowledges having been advised by the Broker that it is advisable to instruct an attorney-at-law in connection with the sale of the Property. The Owner acknowledges that the Broker accepts no responsibility other than as set out herein and that the Broker will not be providing advice of a legal nature in relation to the completion of the sale of the Property, and further that the Broker shall not be responsible for any consequences that may arise from the Owner's failure to seek legal advice from an attorney-at-law.
- (j) The Owner confirms that vacant possession of the Property, free from all encumbrances, will be given at completion unless otherwise specified herein.

(k) Special Conditions or Limitation of Authority: (None/As per attached) NONE

- (l) Aside from expiry, this agreement may only be terminated with the mutual agreement in writing of both parties.
- (m) This agreement shall be governed and construed according to the laws of the Cayman Islands.
- (n) If at any time during the term of this agreement the Broker shall be suspended or otherwise become not in good standing within CIREBA, the Owner may terminate this agreement at his option. In the event that the Broker resigns or is expelled from CIREBA, this agreement shall automatically terminate and cease to have any binding effect on the Owner.
- (o) In the event that any chargee of the Property exercises its right to sell the Property in accordance with the Registered Land Act (Revised) (the "Act") and the Broker is provided with either: (i) a Grand Court order for the sale of the Property; or (ii) a letter from the chargee or his legal representative confirming in writing to the Broker and CREBA that the chargee intends to sell the Property at public auction or through other legal means and including copies of all required and properly served notices on the chargee under the Act, then the Broker shall declare this agreement to be null and void and of no further force or effect, and in such event neither party shall thereafter owe any obligation to the other party.
- (p) In the event that a chargee has executed this agreement as Owner and the chargee exercises the right to redeem the Property at any time after a contract of sale referred to in clause (b) above has been entered into but completion has not occurred, the Owner shall forthwith notify the Broker in writing and the commission shall be deemed to be earned and shall be immediately due and payable.
- (q) The Owner represents (i) that he is the Owner and has full legal authority and capacity to enter into this agreement to sell the Property; and (ii) that the Property is not listed with any other broker; and acknowledges that if a representation herein is untrue it may result in damages, including possible liability for payment of two commissions on the Property. By signing below the undersigned acknowledges that this agreement has been read, its contents understood, and a copy of said agreement has been received.
- (r) In this agreement, the masculine gender includes the feminine and neuter genders; and the singular includes the plural, in each case where the context so requires; and any reference a law shall be construed as reference to such law as amended, modified, re-enacted or replaced from time to time.

(s) The Owner undertakes with the Broker as follows: (i) the Owner warrants that all information as to the Property given to the Broker at any time is true and correct and undertakes to promptly advise the Broker in writing of any changed or additional information which shall come to the knowledge of the Owner; (ii) the Owner agrees to indemnify the Broker against the whole of any costs, expenses, damage or loss (including any loss of commissions which would otherwise have been payable) suffered by the Broker by reason or any breach of the warranties contained in this agreement; (iii) the Owner acknowledges that the Broker is not liable in any way whatsoever for any loss or damage to the Property or to any goods in or to the Property or injury to any person during any private or open inspection of the Property; and (iv) the Owner will indemnify Broker and hold the Broker harmless from and against all actions, claims, demands, losses, costs, damages and expenses properly incurred by the Broker in the carrying out of Broker's duties and obligations hereunder (except to the extent they are due to default by the Broker).

(t) The Owner acknowledges that it has received, read and accepts the terms of the Broker's full privacy notice. An overview of the Privacy Notice is appended to this agreement at Appendix 1. A full copy of the Privacy Notice can be found at [WWW.1503PROPERTYGROUP.COM](http://WWW.1503PROPERTYGROUP.COM)

EXECUTED this ZTH day of APRIL

AD 2022

OWNER (Print) AL BODDEN SIGNATURE \_\_\_\_\_

OWNER (Print) DELORIES SAUNDS SIGNATURE 

OWNER (Print) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

OWNER (Print) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Address PO BOX 893, KY1-1103

Phone: Res. 925-1753 Office: \_\_\_\_\_ Email: delories.saunds@kirtfreeport.com

AGENT (On behalf of Broker) (Print) CHRISTINA REA

SIGNATURE 

PO BOX 92, GT, KY1-1101 939-1369 christina@1503propertygroup.com

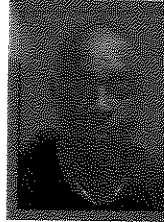
\_\_\_\_\_ ADDRESS PHONE EMAIL Revised 2021-05



**CAYMAN ISLANDS DRIVER'S LICENCE**

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
445722	Full	30-Dec-19	30-Dec-24	2	M
HEIGHT	EYE	HAIR	DOB	DISABILITY	
71	BROWN	BLACK	26-Oct-70	None	

AL  
MURPHY  
BODDEN  
29 DIAZ LANE GT  
PO BOX 31186 SMB  
GRAND CAYMAN KY1-1205

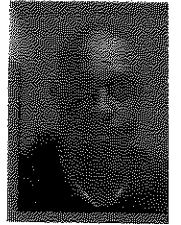


*Bodden*  
Signature of Holder

**CAYMAN ISLANDS DRIVER'S LICENCE**

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
445722	Full	30-Dec-19	30-Dec-24	2	M
HEIGHT	EYE	HAIR	DOB	DISABILITY	
71	BROWN	BLACK	26-Oct-70	None	

AL  
MURPHY  
BODDEN  
29 DIAZ LANE GT  
PO BOX 31186 SMB  
GRAND CAYMAN KY1-1205



*Bodden*  
Signature of Holder


I certify this is a true  
likeness of Al Murphy Bodden

Celine as per  
CELINE MACKEN  
April 7 2002


**CAYMAN ISLANDS DRIVER'S LICENCE**

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
20620	Full	08-Jun-21	08-Jun-24	2	F
HEIGHT	EYE	HAIR	DOB	DISABILITY	
5'4"	BROWN	BLACK	12-Mar-70	None	

DELORIES  
ORTENCIA  
SAUNDS  
29 DIAZ LANE GT  
PO BOX 893 GT  
GRAND CAYMAN



Signature of Holder




I certify this is a True  
 duplicate of  
 Delories Ortenia Saunders

Celine Drake  
 CELENE DRAKE  
 Regional Controller  
 Apr 7 2022

**CAYMAN ISLANDS DRIVER'S LICENCE**

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
20620	Full	08-Jun-21	08-Jun-24	2	F
HEIGHT	EYE	HAIR	DOB	DISABILITY	
5'4"	BROWN	BLACK	12-Mar-70	None	

DELORIES  
ORTENCIA  
SAUNDS  
29 DIAZ LANE GT  
PO BOX 893 GT  
GRAND CAYMAN



Signature of Holder

