



BROKER COMPENSATION AGREEMENT



("LISTING BROKER") _____ RE/MAX Affinity Plus _____ and

("BUYER'S BROKER") _____

relating to the following described real property ("Property"):

1050 Borghese Lane Unit 2105, Naples, FL 34114

agree as follows with respect to the following buyer, including any affiliates, successors, or assigns ("Buyer"):

1. LISTING BROKER has entered into a listing contract with the seller of the Property ("Seller") in order for LISTING BROKER to provide brokerage services to Seller, whereby Seller has agreed to allow LISTING BROKER to provide compensation to BUYER'S BROKER for procuring Buyer.
2. LISTING BROKER agrees to pay the BUYER'S BROKER compensation equivalent to the following ("Compensation"):
 - 2.5 % of the purchase price plus \$ _____ AND/OR
 - a fee of \$ _____ AND/OR
 - _____ (Other),
 provided the sale transaction of the Property closes with Buyer during the term of the listing contract, or any extension or protection period thereof, and BUYER'S BROKER is the procuring cause of the sale of the Property to Buyer.
3. The Compensation due to BUYER'S BROKER under the terms and conditions of this Agreement will be paid by LISTING BROKER at closing.
4. No modification of any of the terms of this Agreement shall be valid or binding upon the parties unless such modification is made in writing and signed by both parties.
5. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to arbitration, to the extent required, pursuant to the arbitration procedures of the National Association of Realtors® in a Member Board of the National Association of Realtors® having appropriate jurisdiction to conduct arbitration proceedings.
6. LISTING BROKER AND BUYER'S BROKER each further acknowledge that their respective customer has also been provided with a copy of this Agreement and agreed to the compensation set forth above. **REAL ESTATE BROKER AND/OR ANY BROKERAGE COMPENSATION IS NOT SET BY LAW AND IS FULLY NEGOTIABLE.**

LISTING BROKER

BUYER'S BROKER

Becky Dewey Dec 12, 2024
(Authorized LISTING Broker's Signature) (Date)

(Authorized BUYER'S Broker's Signature) (Date)

Becky Dewey

(BUYER'S Broker's Printed Name)

(LISTING Broker's Printed Name)

RE/MAX Affinity Plus

(BUYER'S Brokerage Firm Name)

(LISTING Brokerage Firm Name)

Michael J. O'Rourke III PLLC

Licensee Printed Name

Licensee Printed Name



ADDENDUM TO SALES CONTRACT COMPENSATION



This Addendum is to the Sales Contract ("Contract") entered into between:

("SELLER") Robert K + Joanne Herndon and

("BUYER") _____,

relating to the following described real property ("Property"):

_____.

The Contract is contingent upon SELLER delivering to BUYER, not later than ____ days [3 days if left blank] after the Effective Date of the Contract ("Delivery Period"), a copy of a binding agreement establishing the compensation to be paid to Buyer's Broker upon the following applicable terms:

Listing Broker agreeing to pay Buyer's Broker at closing compensation of \$ _____ or 2.5% of the Purchase Price.

SELLER agreeing to pay Buyer's Broker at closing compensation of \$ _____ or ____% of the Purchase Price.

Other: _____

If SELLER does not deliver a copy of a binding agreement on the terms set forth above prior to the expiration of the Delivery Period, BUYER may terminate the Contract not later than 3 days after expiration of the Delivery Period. Upon such termination, the Deposit will be returned to BUYER, and the parties will have no further rights or obligations under the Contract. BUYER's failure to terminate the Contract in the manner provided herein shall constitute a waiver of the right to terminate under the provisions of this Addendum.

COMPENSATION PAID TO A REAL ESTATE BROKER AND/OR ANY BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE. In no event shall compensation paid to BUYER'S BROKER exceed the amount of compensation agreed to in a Buyer Broker Agreement or other buyer representation agreement.

Robert K Herndon 11/5/25
(Seller's Signature) (Date)

(Buyer's Signature) (Date)

Joanne Herndon 11/5/25
(Seller's Signature) (Date)

(Buyer's Signature) (Date)