COOPERATING COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

"Seller": Molly Kom, Daniel Allen Kuc

"Buyer": _____

"Property": 712 E Edenton Street Unit 105, Raleigh, NC 27601

1. **FEE**: (Check Only One) [X] Seller or [ ] Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the "Fee"), subject to the terms of this agreement: [X] 2.500 % of the gross sales price; [ ] A flat fee of $ _____; or, [ ] Other: _____.

2. **PAYMENT**: The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the "Contract") during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

3. **TERM, EFFECTIVENESS, AND EXPIRATION**: This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or _____, 20____, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller's breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.

4. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW**: This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Listing Firm: **Heart NC Realty Group & BHHS YSU** Agent Name (Print): **Emily Godrich** By: _____ (Agent Signature) Date: 1/10/25	Selling Firm: _____ Agent Name (Print): _____ By: _____ (Agent Signature) Date: _____
Seller: _____ (Signature) **Molly Kom** Date: 1/10/25 Seller: _____ (Signature) **Daniel Allen Kuc** Date: 1/10/25 Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Buyer: _____ (Signature) Date: _____ Buyer: _____ (Signature) Date: _____ Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____

REALTOR® North Carolina Association of REALTORS®, Inc.

EQUAL HOUSING OPPORTUNITY

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