



BUYER'S BROKER COMPENSATION AGREEMENT

Exhibit " _____ "



2025 Printing

(THIS EXHIBIT SHOULD NOT BE USED IF THE BROKER(S) COMPENSATION AND THE PARTY OR BROKER PAYING IT HAVE ALREADY BEEN AGREED TO IN A SEPARATE WRITTEN AGREEMENT AND IS NOT BEING MODIFIED)

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 4503 KENDALL WAY 1092 ROSWELL 30075, Georgia ("Agreement").

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Compensation Being Offered to Buyer's Broker. The compensation of the undersigned Buyer's Broker for professional brokerage services ("Compensation") provided in the above-referenced transaction is set forth below and shall be paid by the following party or the Broker working with or representing such party:

A. Compensation Shared by Seller's Broker with Buyer's Broker. Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below:

- ☐ _____ percent (_____ %) of the sales price;
- ☐ \$ _____;
- ☐ (other) _____;

B. Compensation Paid by Seller to Buyer's Broker. The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below:

- ☒ Three percent (3 %) of the sales price;
- ☐ \$ _____;
- ☐ (other) _____;

2. General.

- A.** Neither Broker shall have a claim for Compensation against the other in the event the closing does not occur.
- B.** Any licensee signing this Buyer's Broker Compensation Agreement ("Compensation Agreement") on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Compensation Agreement.
- C.** Once this Compensation Agreement is signed, it cannot be further modified without the express written consent of the Broker(s) whose Compensation is set forth or shared herein and any such modification shall be null and void without the affected Broker's written consent.
- D.** The Brokers referenced herein are express third-party beneficiaries of this Agreement. The rights to Compensation herein shall survive the Closing, and Brokers shall have all remedies available at law or in equity, in the event Broker is not timely paid.
- E.** If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the Buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

☐ Additional Special Stipulations (F246) are attached.

[SIGNATURES ON FOLLOWING PAGE]

1 Buyer's Signature

Date

2 Buyer's Signature

Date

☐ Additional Signature Page (F267) is attached.

Buyer Brokerage Firm

Broker Signature (or authorized representative)

Date

1 Seller's Signature

Date

2 Seller's Signature

Date

☐ Additional Signature Page (F267) is attached.

**Atlanta Communities
Seller Brokerage Firm**

Broker Signature (or authorized representative)

Date

Lilly Marcella McFalls

**Administrator of
Chister Estate**

May 27th, 2025

Cathy Swanger

May 27th, 2025