

Broker's Notice and Acknowledgment of Assignment

From: _____ ("Agent") Date: _____

To: _____ (Real Estate Company, the "Company")

(Broker/Authorized Representative)

(Company Street Address)

(Company City, State, Zip)

Regarding: The "Contract" for sale and purchase of the following property:

(Street Address of Property)

(City, State, Zip of Property)

between _____ (Seller) and _____ (Buyer).

1. Agent is entitled to receive a commission in connection with the Contract (the "Commission"), and Agent has irrevocably sold, or intends to sell, all or some portion of the Commission to Real Commissions, LLC ("RC"), on an EXCLUSIVE AND IRREVOCABLE basis. RC is an intended beneficiary of this Notice.

2. The Company certifies that (a) upon closing the contract, Agent is entitled to receive a net Commission in the amount of \$_____ in connection with the Contract and (b) to the best of its knowledge, no person or entity has any claim to the Commission or any portion thereof, other than RC and Agent. The Company has not, and will not agree to, pay any portion of the Commission to any person or entity other than RC.

3. How Funds are Paid to RC (Check One)

☐ 3a. *From the Closing/Title Company:* If this box is checked, Agent agrees to cause the closing attorney (or other settlement agent) to deliver to RC at closing a check/wire made payable to Real Commissions, LLC, in the amount of the portion of the Commission sold to RC. The contact information of the closing attorney (or other settlement agent) is:

Closing/Title Company Name: _____

Closing/Title Company Street Address: _____

Closing/Title Company City: _____ State: _____ ZIP: _____

Contact: _____ Phone: _____ Email: _____

☐ 3b. *From the Real Estate Company:* The Agent's share of the commission will be paid by or included in a check/wire payable to the Company. If this box is checked, then Agent hereby irrevocably authorizes the Company to, and the Company hereby agrees that it will, within two business days of the receipt thereof, pay the full amount of the Commission sold to RC directly to RC, without any deduction or offset and irrespective of any instructions to the contrary from Agent.

4. The Company will have no obligation or liability under this Notice if the transaction contemplated in the Contract is not closed, other than its agreement to pay future commissions to RC as set out in Paragraph 5.

5. If Agent fails to perform its obligations owing to RC, RC may deliver written notice to the Company, and upon receipt of such notice, the Company agrees to pay all future commissions payable to Agent directly to RC until the amounts owing by Agent to RC are satisfied in full. Agent hereby authorizes the Company to make such payments without any accounting or investigation on the Company's part or behalf.

Agent's Signature

Authorized Broker's Signature

Agent (Printed Name)

Authorized Broker (Printed Name)