



**ADDENDUM NO. \_\_\_\_\_**  
**TO**  
**EXCLUSIVE BUYER BROKER AGREEMENT & AGENCY DISCLOSURE**

**THIS IS AN ADDENDUM** to that EXCLUSIVE BUYER-BROKER AGREEMENT & AGENCY DISCLOSURE (the "Buyer-Broker Agreement") entered into on \_\_\_\_\_, between \_\_\_\_\_, (the "Buyer"), and \_\_\_\_\_ (the "Company").

The following language will replace and supersede the existing language in Sections 2.2 and 2.3 of the Buyer-Broker Agreement, and to the extent these terms modify or conflict with any provisions of the Buyer-Broker Agreement, these terms shall control:

**2.2 Satisfaction of Brokerage Fee by a Third Party.** If a seller's brokerage and/or the property owner is compensating the Company on a property acquired by the Buyer, then the compensation paid to the Company by the seller's brokerage and/or the property owner shall satisfy the Buyer's obligation for the Brokerage Fee shown above provided that the compensation is equal to the Brokerage Fee. The Company may not accept total compensation from any source that is greater than the Brokerage Fee. In the event the compensation paid by the seller's brokerage and/or the property owner is less than the Brokerage Fee, the Buyer shall pay any remaining difference at Closing.

**2.3 Brokerage Fee Due and Payable.** Unless otherwise agreed to in writing by the Buyer and the Company, the Brokerage Fee shown above shall be due and payable on: (a) If a purchase, the date of recording of the documents for Closing; (b) If a lease, the effective date of the lease; or (c) If an option, the date consideration for the option agreement is paid. If the transaction is prevented by default of Buyer, the Brokerage Fee shall be immediately payable to the Company. **BROKERAGE FEES ARE FULLY NEGOTIABLE AND ARE NOT SET BY LAW, ANY BOARD OR ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE (the "MLS"), OR IN ANY MANNER OTHER THAN BETWEEN THE COMPANY AND BUYER.**

**ALL OTHER TERMS** of the Exclusive Buyer-Broker Agreement not modified by this ADDENDUM shall remain the same.

\_\_\_\_\_  
 Buyer Signature (Date)

\_\_\_\_\_  
 Buyer Signature (Date)

ACCEPTED by the Company

By: \_\_\_\_\_  
 (Authorized Buyer's Agent or Broker)

\_\_\_\_\_  
 (Date)

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