

OFFER INSTRUCTIONS



PROPERTY ADDRESS: 5680 GOLD CREEK BAY, HICKORY, NC 28601

SELLERS NAMES ON OFFER: SUN SPOT CAPITAL, LLC.

FIXTURE EXCLUSIONS: NONE

INCLUDED PERSONAL PROPERTY: EXTERIOR SHED, MICROWAVE

NEGOTIABLE PERSONAL PROPERTY: NONE

ADDITIONAL OFFER INFO: NONE

LISTING BROKERAGE DISCLAIMER

COOPERATING COMPENSATION STATEMENT:

Realty Dynamics Incorporated has an Exclusive Right To Sell listing agreement with the Sellers. Sellers understand that they do not have to offer any cooperating compensation to the Buyers Agent Firm to be listed in the Canopy Multiple Listing Service. If any Cooperating Compensation is offered by the Sellers, it will be in a separate form, **COOPERATING COMPENSATION AGREEMENT**. Any negotiated changes in Buyer Agency Compensation offered by the Sellers, must be negotiated between the Listing Firm, the Sellers, and Buyers Agent Firm, must be in writing, and ratified by all parties.

All Offers of Compensation: **SEEMYCOOP.COM**

LISTING INFORMATION AND ACCURACY:

The Listing Firm has taken reasonable steps to ensure that the data in the MLS is accurate. Both Seller statements and public records are used to provide the data. Should you find anything incorrect, please contact the Listing Broker. We strongly suggest, if important to the buyer, to confirm all relevant MLS information.

LISTING BROKER INFORMATION:

Realty Dynamics, Inc.

NC Firm License#: **C21529**

SC Office Code: **REO.22795 OFC**

Stephen Scott

NC License#: **260817**

SC License#: **#72907**

NCREaltyDynamics@gmail.com

Mobile: **704-779-6194**

P.O. Box 481530, Charlotte, NC 28269

COOPERATING COMPENSATION AGREEMENT

“SELLER”: SUN SPOT CAPITAL, LLC.

“BUYER”: _____

“PROPERTY”: 5680 GOLD CREEK BAY, HICKORY, NC 28601

1. **FEE:** (Check Only One) Seller or Listing Firm agrees to pay Selling Firm cooperating compensation as follows (the “FEE”), subject to the terms of this agreement:

- 2.5 % of the gross sales price;
- _____ % of the net sales price (closing price less any seller paid closing costs);
- A flat fee of \$ _____ ; or;
- Variable rate compensation. Based on the closing sales price of the property:
 - _____ % if the closed sales price is equal to or greater than \$ _____
 - _____ % if the closed sales price is between \$ _____ & \$ _____
 - _____ % if the closed sales price is between \$ _____ & \$ _____
 - _____ % if the closed sales price is between \$ _____ & \$ _____

2. PAYMENT OF THE FEE:

- A. The Fee will be earned by Selling Firm upon both the 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.
- B. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.

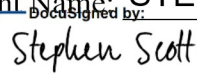

3. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or _____, 20_____, unless the Fee has been earned prior to such 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.

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.

Date: 12/18/2024

Listing Firm: REALTY DYNAMICS INC.

Agent Name: STEPHEN P. SCOTT

By:  
0E0B1160574C44B...
 (Agent Signature)

Date: _____

Selling Firm: _____

Agent Name: _____

By: _____
 (Agent Signature)

Date: _____

Seller: _____
 (Signature)

Date: _____

Seller: _____
 (Signature)

Entity Seller: SUN SPOT CAPITAL, LLC.
(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: 
89B94AB946BE475...

Name (Print): TIM VANG

Title: PARTNER

Date: 12/18/2024

Date: _____

Buyer: _____
 (Signature)

Date: _____

Buyer: _____
 (Signature)

Entity Buyer: _____
(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: _____

Name (Print): _____

Title: _____

Date: _____

Buyer signs to acknowledge receipt of this form and consent to the fee arrangement herein only.