

COOPERATING BROKER COMPENSATION POLICY AND OPEN LISTING AGREEMENT

Property: 72-Unit Apartment Complex, Nebraska (the "Property"), listed for sale at \$6,500,000 with a 7.5% cap rate.

Seller: Allura Gardens, LLP

This Agreement is non-exclusive and open. Seller retains the right to sell the Property directly or through any other broker at any time. No broker is granted exclusive rights.

1. Compensation

- A flat fee of \$100,000 (the "Base Commission"), payable at closing from seller's proceeds.
- An additional \$25,000 quick-close bonus if the transaction closes within ninety (90) days of the date the purchase and sale agreement is fully executed by all parties.

Total potential compensation: up to \$125,000. Commission is earned only upon successful closing and title transfer. No commission is due if the sale does not close for any reason.

Broker is ONLY required to attach themselves to the potential buyer/principal via the "BUYER REGISTRATION" form. No negotiations or intermediary work is necessary outside of providing the potential buyer's information. All negotiations and communications will be done straight through the seller, and only a hand-off is required to fulfill the terms of the agreement.

2. Term

This open listing is effective until the Property is sold or the Seller withdraws it from the market. The minimum term is six (6) months from the date the Cooperating Broker signs this Agreement.

3. Procuring Cause & Buyer Protection

The Cooperating Broker who first introduces a qualified buyer in writing (via the Buyer Registration Form) and whose efforts directly result in the sale shall be protected and entitled to the commission. Protection for each registered buyer continues until this open listing agreement terminates (i.e., Property sells or is withdrawn). The fee is always tied to the specific buyer the broker brings.

4. Broker's Role and Seller's Control

- The Cooperating Broker may fully advise and work with their buyer.
- All communications, document requests, negotiations, offers, counteroffers, showings, and transaction coordination with the Seller must be handled directly by the Seller. The Cooperating Broker is not authorized to negotiate on Seller's behalf, speak for the Seller, or act as an intermediary in any discussions with the Seller.
- Showings require Seller's prior approval and coordination.
- Seller will provide all marketing materials, due-diligence documents, and the purchase agreement form.

5. Buyer Qualification

Before any showing or substantive engagement, the Cooperating Broker must provide:

- (a) Proof of funds or lender pre-approval letter demonstrating the buyer’s ability to purchase at or near the listed price, and
- (b) Written confirmation from the buyer that they are willing to provide full financials if requested by Seller.

6. Governing Law

This Agreement shall be governed by the laws of the State of Nebraska. Any disputes shall be resolved in the courts of Lincoln County, Nebraska.

7. Entire Agreement

This document contains the entire understanding between the parties regarding compensation. No oral modifications.

Accepted and Agreed:

Cooperating Broker	Seller Allura Gardens, LLP
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Print Name	Date 05/10/2026
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Brokerage	Print Name / Entity Name John Boettcher, Owner, Allura Gardens, LLP
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License #	Date 05/10/2026
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Signature **Signature**
