

For administrative purposes only:
Unit #: _____
Sales Associate: _____

Metropica North Tower One, a Condominium Cooperating Broker Registration Agreement

Client Name(s) (the "Client"): _____
Address: _____
City: _____ State: _____ Zip Code: _____ Country: _____
E-mail Address : _____ Phone: _____
Local Contact: _____ Phone: _____

Co-Brokerage Company ("Co-Broker"): _____
Company Address: _____
City: _____ State: _____ Zip Code: _____ Country: _____
Company's Phone: _____ Company's Fax: _____
Co-Broker's FL License #: _____ Co-Broker's Tax ID #: _____
Co-Broker's Agent: _____ Agent's FL License #: _____
Agent's Phone: _____ Agent's E-mail: _____

By signing below, the Client acknowledges having been introduced to Metropica North Tower One, a Condominium by the Co-Broker/Co-Broker's Agent named above, and that the Client has not consulted with or dealt with any other broker, salesperson, agent or finder in connection with the potential purchase of a unit in Metropica North Tower One, a Condominium.

Client Signature: _____ Date: _____
Print Name: _____ Title: _____
Client Signature: _____ Date: _____
Print Name: _____ Title: _____

By signing below, the undersigned Co-Broker acknowledges in no event is Co-Broker entitled to any commission, finder's fee, or other compensation in connection with the sale, if any, of a unit located at Metropica North Tower One, a Condominium to the Client named above unless this Cooperating Broker Registration Agreement (this "Agreement") has been executed by an authorized representative of Metropica Residential I, LLC, a Delaware limited liability company (the "Developer") and by the Client. **THE UNDERSIGNED BROKER FURTHER ACKNOWLEDGES THAT THIS AGREEMENT, AND THE PAYMENT OF ANY COMMISSIONS, ARE SUBJECT TO, AND CONDITIONED UPON, ALL THE TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN (THE "TERMS AND CONDITIONS").**

Co-Broker Signature: _____ Date: _____
Print Name: _____

The undersigned authorized signatory for the Developer acknowledges receipt of the registration of the above-named Client by the Co-Broker named above, subject to the Terms and Conditions of this Agreement.

Signature: _____ Date: _____
Print Name: _____ Title: _____

Terms and Conditions

1. **Procuring Cause:** By signing this Cooperating Broker Registration Agreement (this "Agreement"), Co-Broker certifies that it is the procuring cause of the above-identified Client visiting Metropica North Tower One, a Condominium (the "Condominium"). Co-Broker further certifies that it is the only broker with whom Client has dealt with concerning the Condominium and that Co-Broker is the sole procuring cause of any sale of a unit (a "Unit") in the Condominium by the Developer to the Client. Co-Broker agrees to indemnify and hold Developer harmless for and from any claim, losses or other expenses, including but not limited to attorneys' fees, by any other agent/broker, other than Developer's exclusive listing agent/broker, that such agent/broker is entitled to any commissions, finder's fee or other compensation arising from the sale of a unit in the Condominium by Developer to the Client.

2. **Compensation:** In consideration of Co-Broker's services under this Agreement, Developer agrees to compensate Co-Broker as follows:

(a) **Commissions on Sales.** In the event Co-Broker procures a sale of a Unit(s), then Co-Broker shall be entitled to a commission equal to six percent (6%) of the net sales price of the Unit(s).

(b) **Net Sales Price.** As used in this Agreement, the term "net sales price" shall mean the purchase price for the Unit(s) only as set forth in the Agreement for Sale therefor, excluding: (i) the charges to the Client for the closing of the Unit, (ii) the costs allocated to any assignments of parking space, storage or other limited common element appurtenances to the Unit, (iii) all price reductions, credits, incentives, and/or any other type of seller concession; (iv) interest earned on the earnest money deposit or on any purchase money financing of the Unit(s) by Developer.

(c) **Procuring Cause:** Co-Broker shall be deemed to have procured the sale of a Unit if Co-Broker, by and through its principal(s) or a duly licensed broker or salesperson registered with Co-Broker, shall have registered the Client with Developer in accordance with this Agreement. Furthermore, the Client (i) must not have personally (i.e. without a broker) registered with Developer during the preceding six (6) months, (ii) must not have been registered with Developer by another broker during the preceding one hundred twenty (120) days, (iii) within ninety (90) days after registering with Co-Broker, must submit a fully executed Agreement for Sale (which must be on Developer's unmodified form), which shall reflect Co-Broker as the Co-Broker for the sale (provided that if the Client was properly registered by the Co-Broker, but does not submit a fully executed Agreement for Sale within the foregoing ninety (90) day time period, the Client shall not be deemed registered by Co-Broker, or any other co-broker, for a period of twelve (12) months from expiration of the foregoing ninety (90) day time period); and (iv) shall have closed on the applicable Unit pursuant to such fully executed Agreement for Sale. Co-Broker shall be required to re-demonstrate all of the requirements set forth in this Section 2(c) in the event that an Agreement for Sale is not executed during the foregoing ninety (90)-day time period.

(d) **Payment of Commissions:** With respect to the sale of any Unit, the applicable commission shall be earned and payable only if, as and when the sale of the Unit closes. The sale of the Unit shall be deemed to have closed when Developer delivers title to the Unit to the Client, and Developer has received, in cleared funds, the gross sales price therefor. Notwithstanding the foregoing, the commissions shall be paid as follows: (i) Thirty-Three Percent (33%) of the commission shall be paid to the Co-Broker within thirty (30) days after the following requirements (a) Client's execution (and Developer's acceptance) of an Agreement for Sale and all related documentation in a form acceptable to Developer, (b) Developer's receipt of cleared deposit checks equaling twenty percent (20%) of the purchase price, (c) Completion of all paperwork pertaining to the Agreement for Sale and Co-Broker's participation (including copies of all licenses), and (d) expiration of the initial fifteen (15) day rescission period provided for in the Agreement for Sale; (ii) Thirty-Three Percent (33%) of the commission shall be paid to the Co-Broker within thirty (30) days after the following requirements (a) "groundbreaking" for construction of the Condominium, and (b) deposit checks totaling forty percent (40%) of the purchase price are cleared; and (iii) the remaining Thirty-Four Percent (34%) of the commission shall be paid to the Co-Broker within thirty (30) days of the Unit closing.

(e) **Several Liability:** Anything to the contrary notwithstanding, with respect to the sale of any Unit, only the Developer shall be liable to Co-Broker for payment of the applicable commission and no affiliate thereof shall be liable therefor.

(f) **Failure to Close.** In the event that the Agreement for Sale is cancelled and/or the sale of the Unit fails to close for any reason whatsoever, then such portion of the applicable commission previously advanced to Co-Broker shall be the full amount of the commission to which Co-Broker is entitled and the Co-Broker shall not be entitled to any additional commission whatsoever. In addition, in the event an Agreement for Sale is amended for any reason, in the Developer's sole and absolute discretion, to reduce or otherwise discount the sales price, then the applicable commission shall be appropriately reduced and Co-Broker shall repay to Developer any portion of the commission with respect thereto which has been previously paid to Co-Broker by Developer (if applicable). For clarification purposes only, this Section 2(f) shall not be deemed a claw-back of commissions paid to Co-Broker in the event that the Agreement for Sale is cancelled and/or the sale of the Unit fails to close, and Co-Broker shall only be required to repay to Developer any portion of the commission with respect to Agreements for Sale that have been modified or amended between Developer and the purchaser thereof for the reduction or discount of the sales price.

(g) **Full Compensation.** Anything to the contrary notwithstanding, Co-Broker shall not be entitled to any commission or other compensation whatsoever from Developer except as specifically set forth in this Paragraph 2.

3. **Developer's Rights:** Developer shall be entitled to refuse to accept any sales contract submitted to it by Co-Broker for any reason whatsoever, in Developer's sole and absolute discretion, and Co-Broker shall not be entitled to any commission or other compensation whatsoever with respect to any such Agreement for Sale which Developer refuses to accept.

4. **Co-Broker's Representations and Covenants:** Co-Broker hereby represents and warrants to Developer, and covenants and agrees with Developer as follows:

(a) Co-Broker, and broker's agents and employees, is duly licensed and qualified to act as a real estate broker (or salesman, as applicable) with all applicable governmental authorities, and Co-Broker has at all times complied, and shall at all times comply, with all federal, state, local and other laws, codes, ordinances, rules and regulations (including, without limitation, Florida Statutes Chapters 475, 517 and 718) with respect to Co-Broker's services hereunder. To the extent Co-Broker is not duly licensed and qualified to act as a real estate broker (or salesman), as set forth in the foregoing sentence, Co-Broker represents and warrants to Developer that Co-Broker has not and will not perform any brokerage or similar services within the State of Florida in connection with the sale of any Units on the Condominium and that Co-Broker is otherwise duly licensed and qualified to act as a real estate broker in the state or country in which Co-Broker has performed or is performing any such services; provided further that, as a condition to Developer's obligation to pay to Co-Broker any compensation in connection with this Agreement, Co-Broker agrees to execute and/or provide any and all documents required by Developer to establish Co-Broker's compliance with this subsection 4(a), including without limitation, a separate affidavit, certification, or other document (in such form as may be required by Developer), to establish Co-Broker's licensure and qualifications and supporting evidence thereof.

(b) Co-Broker, and Co-Broker's agents and employees, have not made and shall not make any statements, representations or warranties at variance with, or in contravention of, Developer's prospectus (offering circular) for the Units, and Co-Broker, and Co-Broker's agents and employees have not made and shall not make any misrepresentations or negative remarks, or fail to state any material fact, with respect to the Unit(s), the Developer or the Condominium to any prospective or actual purchaser or any other party.

(c) Co-Broker shall be solely responsible to pay any co-brokerage commissions due to other real estate brokers who have cooperated with Co-Broker in connection with sales of Units, other than to Developer's listing agent or broker.

(d) Co-Broker shall indemnify, defend and hold harmless Developer, and Developer's affiliates, and their respective officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever arising out of or in connection with the performance of (or Co-Broker's failure to perform) Co-Broker's services or obligations under this Agreement.

(e) Any advertising done by Co-Broker shall be subject to Developer's prior written approval, which approval may be withheld in Developer's sole discretion. Co-Broker agrees to comply with all laws, regulations, rules and ordinances pertaining to Co-Broker's advertising activities and Developer's approval of same shall not relieve Co-Broker of such obligations as stated in this paragraph 4.

Co-Broker agrees to indemnify and hold Developer harmless for and from any claim, losses or other expenses in connection with a violation of any of the representations, warranties and/or covenants set forth herein. The provisions of this paragraph shall survive the termination of this Agreement.

5. **Miscellaneous:**

(a) This Agreement shall be construed and governed in accordance with laws of the State of Florida.

(b) In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs (including reasonable attorneys' fees and court costs at all trial and appellate levels). Any suit or proceeding brought by either party with respect to this Agreement shall be filed in any appropriate State or Federal Court of jurisdiction in Broward County, Florida, and Co-Broker hereby submits to the personal jurisdiction of such Courts. The provisions of this subsection 5(b) shall survive the expiration or earlier termination of this Agreement co-extensively with other surviving provisions of this Agreement.

(c) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

(d) Co-Broker shall not be entitled to assign any of its rights, or delegate its duties, under this Agreement, without the Developer's prior written consent.

(e) Co-Broker acknowledges and agrees that Developer shall have the right, in its sole discretion, to offset, or otherwise defer, any sums payable to Co-Broker pursuant to this Agreement, against any other commissions payable by Developer to Co-Broker in connection with the sale of other units in the Condominium, or as a result of a default by Co-Broker hereunder.

6. Co-Broker acknowledges and agrees that it shall undertake its duties hereunder independently, and not as agent or in any other way as a representative of Developer. Without limiting the generality of the foregoing, Co-Broker shall not, by statement, action or failure of statement or action, hold itself out (or permit any of its agents or employees to hold themselves out) as an agent or party able to bind Developer. Nothing contained herein or done pursuant hereto or in connection herewith shall make Co-Broker and Developer partners or joint venturers of one another and neither party shall hold itself out as being a partner or joint venturer of the other.

7. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior written or oral agreements with respect to its subject matter, and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.