

BROKER REGISTRATION

Purchasers Information:

Purchasers Name _____ (the "Purchaser")

Project/Condominium: **801 SMA RESIDENCES CONDOMINIUM** (the "Condominium"),

Condominium Unit _____ (the "Unit")

Broker Information:

Broker's Company Name: _____ License# (attach copy) _____

Broker's Federal ID Number: _____

Broker's Name: _____ Broker License# (attach copy) _____

Broker's Address: _____

City: _____ State: _____ Country: _____

Zip Code: _____ Broker's E-Mail Address: _____

Broker's Phone No.: _____ Cell No. _____

Agent's Name: _____ License# (attach copy) _____

Agent's Cell No: _____ Phone No.: _____ Agent's E-Mail Address _____

I certify that I ("I" or "Broker") am duly licensed as a real estate broker in the State of Florida, working in connection with the contemplated purchase and sale of the Unit, for a purchase price of \$_____ at **801 SMA RESIDENCES CONDOMINIUM** (the "Condominium"), and am the procuring cause of the above-identified Purchaser visiting the Condominium (the "Instant Transaction").

By countersigning this registration, **AMCO PRH 801 SOUTH MIAMI AVENUE, LLC, a Delaware limited liability company** ("Developer") acknowledges and agrees that if the Purchaser enters into a binding contract for the purchase and sale of the Unit in the Condominium, at the listing price for the Unit and other terms acceptable to the Developer, within _____ days from the date that a contract is offered to such Purchaser by Developer (without creating any obligation for the Developer to do so) (the "Registration Period") and the sale of the Unit actually closes, Developer will pay the Broker named above a sale commissions at the "Applicable Rate" (as hereinafter defined) in accordance with the terms of this Registration Agreement. For purposes hereof, the "Applicable Rate" shall be as follows:

- (a) If Broker selects **Option A** below, the Applicable Rate shall be 6% of the Net Purchase Price (as hereinafter defined) of the Unit, said commission to be earned only upon purchaser's closing on title to the Unit and to be paid in accordance with the applicable payment schedule below.
- (b) If Broker selects **Option B** below, the Applicable Rate shall be 8% of the Net Purchase Price of the Unit, said commission to be earned only upon purchaser's closing on title to the Unit and to be paid in accordance with the applicable payment schedule below.
- (c) If Broker selects **Option C** below, the Applicable Rate shall be 8% of the Net Purchase Price of the Unit, said commission to be earned only upon purchaser's closing on title to the Unit and to be paid in accordance with the applicable payment schedule below.

SELECT ONLY ONE:

1. _____ **OPTION A: 6% of the Net Purchase Price of the Unit (paid as follows):**

- (a) an advance of 6% of the Net Purchase Price within thirty (30) days after all of the following requirements have been met: (i) Purchaser's execution (and Developer's acceptance) of a purchase agreement and all related documentation in a form acceptable to Developer (the "Purchase Agreement"), (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchasers deposits equal to twenty percent (20%) of the purchase price of the Unit, (iii) completion of all paperwork pertaining to the contract and Broker's participation (including copies of ALL licenses), and (iv) expiration of the initial 15 day rescission period (without Purchaser's electing to cancel the Purchase Agreement).

2. _____ **OPTION B: 8% of the Net Purchase Price of the Unit (paid as follows):**

- (a) an advance of 4% of the Net Purchase Price within thirty (30) days after all of the following requirements have been met: (i) Purchaser's execution (and Developer's acceptance) of a purchase agreement and all related documentation in a form acceptable to Developer (the "Purchase Agreement"), (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchasers deposits equal to twenty percent (20%) of the purchase price of the Unit, (iii) completion of all paperwork pertaining to the contract and Broker's participation (including copies of ALL licenses), and (iv) expiration of the initial 15 day rescission period (without Purchaser's electing to cancel the Purchase Agreement);
- (b) an advance of 2% of the Net Purchase Price within thirty (30) days after all of the following requirements have been met: (i) All of the requirements set forth in clause (a) above and (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchasers deposits equal to thirty percent (30%) of the purchase price of the Unit; and
- (c) the balance of the commission within thirty (30) days following the date Purchaser closes on title to the Unit and Developer receives, in cleared funds, the full sales proceeds.

3. _____ **OPTION C: 8% of the Net Purchase Price of the Unit (paid as follows):**

- (a) an advance of 2.5% of the Net Purchase Price within thirty (30) days after all of the following requirements have been met: (i) Purchaser's execution (and Developer's acceptance) of a purchase agreement and all related documentation in a form acceptable to Developer (the "Purchase Agreement"), (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchasers deposits equal to ten percent (10%) of the purchase price of the Unit, (iii) completion of all paperwork pertaining to the contract and Broker's participation (including copies of ALL licenses), and (iv) expiration of the initial 15 day rescission period (without Purchaser's electing to cancel the Purchase Agreement);
- (b) an advance of 3.5% of the Net Purchase Price within thirty (30) days after all of the following requirements have been met: (i) All of the requirements set forth in clause (a) above and (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchasers deposits equal to thirty percent (30%) of the purchase price of the Unit; and
- (c) the balance of the commission within thirty (30) days following the date Purchaser closes on title to the Unit and Developer receives, in cleared funds, the full sales proceeds.

In the event that Purchaser does not enter into a binding contract for the purchase and sale of the Unit within the Registration Period, this Registration shall be null and void and of no further force or effect and Broker shall not be entitled to receive any commission hereunder, even if the Purchaser later enters into a binding contract for a unit in the Condominium, with or without Broker, unless Broker and Developer mutually agree in writing to reinstate this Registration or otherwise enter into a new Registration Agreement. **Broker understands and agrees that no commission is payable with respect to Purchaser's entering into a reservation agreement.**

For purposes hereof, "Net Purchase Price" means the actual purchase price paid in full by the Purchaser pursuant to an executed and consummated purchase contract, EXCLUDING: (i) any charges for acquiring rights for parking, storage, cabanas or other optional appurtenances to a Unit, (ii) any charge for equipment, furnishings, appliances, additional appurtenances, decorations and/or upgrades, (iii) any closing costs and/or development fee in addition to the purchase price paid by the Purchaser pursuant to the Purchase Agreement for the Unit and (iv) any transfer, gains or similar taxes paid directly by a Purchaser. Further, Broker expressly understands and agrees that the amount of any discount or credit against the purchase price and/or any allowance or concession or payment of other costs and fees stipulated by the Purchase Agreement, granted to Purchaser at or prior to closing shall be DEDUCTED from the purchase price for purposes of determining the Net Purchase Price.

Notwithstanding anything to the contrary, Broker shall not be entitled to any commission whatsoever if the sale of the Unit fails to close for any reason whatsoever, including, without limitation, the default of Developer or the failure of any contingency or condition precedent set forth in the purchase agreement or as a result of any right of cancellation that Purchaser may have. In the event that the Purchase Agreement is cancelled and/or the sale fails to close for any reason whatsoever, then such portion of the applicable commission with respect thereto as has been previously advanced to Broker shall be credited against the commissions next coming due to Broker from this or any other unit in the Condominium, if any, or, upon demand by Developer, shall be immediately repaid by Broker to Developer. In addition, Broker shall not be entitled to any commissions on the Instant Transaction if Purchaser has previously registered at the Condominium without broker representation or if the Purchaser has registered previously and identified a different broker.

I certify that (i) I am the only broker with whom the Purchaser has deal in this regard, (ii) that I am a duly licensed broker in the State of Florida, (iii) that I am the sole procuring cause of this sale, and I further agree to indemnify Developer and hold Developer harmless for and from any claim by any other agent/broker that such agent/broker is entitled to any commission, finder's fee or other compensation arising from the Instant Transaction. If any dispute arises as to whether Broker is the procuring cause in connection with the sale of the Unit, Broker understands and agrees that the procuring cause of the Instant Transaction will be the broker whose name appears in the purchase agreement for the Unit. In addition, as a material consideration for the execution of this Registration Agreement, Broker agrees that it shall not give any portion of any commissions or any other thing of value to any of Developer's salespersons, other brokers, employees and/or contractors. In the event of any breach of the foregoing, this Registration Agreement shall automatically be terminated, any advances against commissions shall be immediately repaid by Broker to Developer and Broker shall not be entitled to receive any commissions (or advances thereof) hereunder.

This Registration Agreement does not obligate Developer to pay real estate commissions to Broker for any prospective purchaser at the Condominium other than Purchaser. Any such obligation related to another prospective purchaser may only be pursuant to a written agreement in a form acceptable to, and executed by, Developer in its sole discretion. Neither Broker nor Agent, may rely upon the terms of this Registration Agreement for the payment of a real estate commission for any transaction other than the Instant Transaction.

In the event of any litigation arising from this Registration Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable attorneys' fees and costs associated with such matter (including those incurred at any appellate and dispute resolution matters). This Registration Agreement shall be governed by Florida law. To the extent that any provision of this Registration Agreement is deemed by an appropriate court of law as being unenforceable under Florida law, such provision shall be deemed to be stricken from this

Registration Agreement, and all other provisions of this Registration Agreement shall remain in full force and effect. In addition, in the event of any litigation between the parties under this Agreement: (i) the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida, and (ii) venue shall be laid exclusively in Miami-Dade County, Florida. This Registration Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument. Signatures of the parties hereto on copies of this Registration Agreement transmitted by facsimile machine or electronic transmission shall be deemed originals for all purposes hereunder, and shall be binding upon the parties hereto.

This Registration Agreement sets forth the entire agreement between parties related to the subject matter herein and shall not be altered, modified or amended unless such alterations, modifications or amendment is set forth in writing and signed by all parties.

Signatures contained on the following page

“BROKER”

Authorized Representative

Date: _____

This Registration Agreement has been
Acknowledged and Accepted by:

**AMCO PRH 801 SOUTH MIAMI AVENUE, LLC,
a Delaware limited liability company**

By: _____

Date: _____