

**CO-BROKE ARRANGEMENTS FOR SALES OF NEW HOMES BY DEVELOPERS
AT ROBSON RESORT COMMUNITIES IN ARIZONA**

If the developer/seller (the "Developer") of a Robson Resort Community in Arizona enters into a purchase agreement (and deposit receipt) for a residence in that Robson Resort Community ("qualifying new home sales contract") with a person (the "Client") registered with the Developer by a properly licensed real estate brokerage company ("you" or "Broker"), then the Developer will pay Broker the following co-broke commission:

(1) If the purchase agreement is for a new home to be constructed, then the co-broke commission will be 3% of (a) the base price of the residence selected by the Client, plus (b) any lot premium, less (c) any discounts. Increases in the purchase price for options and upgrades to the home selected by the Client are not included in the calculation of the co-broke commission.

(2) If the purchase agreement is for an inventory home or move-in-ready designer home, then your co-broke commission will be 3% of the total net purchase price of the home at the point of sale (i.e. less any discounts), as shown on the purchase agreement. For clarification, no commission will be paid on any increase in the total net purchase price of the home as a result of your Client executing any late change construction addendums.

(3) Your right to receive a co-broke commission is subject to the following terms and conditions:

- a) You and the salesperson/agent must be licensed at the time of registration and at the time the purchase agreement with the Developer is executed in order for you to be entitled to receive a co-broke commission. You must provide a current copy of both your active Arizona Department of Real Estate license and the license of the salesperson/agent, as well as a current I.R.S. form W-9. You will supplement these documents with additional information upon request by the Developer.
- b) This registration is valid only for the specific Robson Resort Community specified in the registration form. Each Robson Resort Community is a separate project with a separate owner/developer. Therefore, to receive a co-broke commission for a purchase by your Client in another Robson Resort Community, you will need to fill out the co-broke agreement for that Robson Resort Community. Although similar, there are separate registration forms for each Robson Resort Community.
- c) You will not receive a co-broke commission for a purchase agreement signed by your Client prior to the date of the registration. No portion of any commission shall be paid, directly or indirectly, to Client by the Developer or Broker unless (i) the Developer consents in writing to the payment to Client, and (ii) Client is a realtor licensed in the State of Arizona.
- d) You will not receive a co-broke commission if another broker/salesperson has already registered the homebuyer client, or if another broker or salesperson is entitled to a commission pursuant to the regulations of any applicable association of realtors or multiple listing service, or if the homebuyer client is listed already in the Developer's or Robson Communities' lead bank. The Developer and its affiliates together will pay no more than one co-broke commission for each qualifying home sale. **The co-broke commission shall be paid only if and when escrow closes on your Client's new home in the applicable Robson Resort Community. No co-broke commission shall be due or payable if the sale fails to close for any reason whatsoever.**
- e) The registration and co-broke arrangement is valid for thirty (30) days only. You will not be entitled to receive a co-broke commission unless a purchase agreement between your Client and the Developer is entered into on or before the date 30 days following the registration date. Purchase agreements must be on the Developer's forms and on such terms and conditions as are acceptable to the Developer in its sole and absolute discretion.
- f) To register your Client at a Robson Resort Community, you and your Client must go to that Community's new home sales office together at the time that the registration form is submitted by you, which must be the first time the Client visits the Community and prior to the Client being listed in the Developer's or Robson Communities' lead bank. The registration form will not be effective until it is signed by you, the Client and the Developer.

The Developer reserves the right to amend, revise or revoke this co-broke commission program without notice, at any time and from time to time. This document is not an offer or a contract and in no way creates an agency relationship between the Developer and Broker or the salesperson. Broker and its salesperson(s) are agents for the Client and have no right, power or authority to make any agreements, representations or concessions on behalf of the Developer, owner/agent. Any home sales will be on such terms and conditions as are acceptable to the Developer in its sole and absolute discretion as set forth in the purchase agreement signed by the Developer and the Client.