

BROKER REGISTRATION
(Applicable Jurisdiction) – 6% Commission

Purchasers Information:

Purchasers Name _____ (the "Purchaser")

Project/Condominium: **300 BISCAYNE BOULEVARD WAY 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 _____

The undersigned Broker hereby certifies that I ("Broker") is a duly licensed as a real estate broker in the following jurisdiction _____ (the "Applicable Jurisdiction"), working in connection with the contemplated purchase and sale of the Unit, for a purchase price of \$_____ at **300 BISCAYNE BOULEVARD WAY CONDOMINIUM** (the "Condominium"), and is the procuring cause of the above-identified Purchaser visiting the Condominium (the "Instant Transaction"). Broker agrees and confirms that at no time has Broker performed any real estate sales and/or brokerage services in the State of Florida. Broker agrees to comply, abide and be bound by all laws, rules, regulations and code of ethics promulgated or adopted by any state or local authority or board of realtors regulating Broker's conduct and practice as a real estate broker and/or sales person and with regard to payment of referral fees. Broker further certifies that Broker shall cooperate with **Cervera Real Estate** ("Listing Agent"), the exclusive listing agent for the "Developer" (as hereinafter defined), in connection with the Instant Transaction.

By countersigning this registration, **Riverwalk East Developments, LLC, a Florida 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 90 days from the date of this Registration (the "Registration Period") and the sale of the Unit actually closes, Listing Agent will cause the Broker named above to be paid a commission equal to **six percent (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 as follows:

- (a) an advance of an amount equal to 1/6 of the commission 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 Purchaser's 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 an amount equal to 1/6 of the commission within thirty (30) days after all of the following requirements have been met: (i) all of the requirements set forth in clause (a) above, (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchaser's deposits equal to twenty percent (20%) of the purchase price of the Unit, and (iii) Developer has achieved groundbreaking at the Condominium.
- (c) an advance of an amount equal to 2/6 of the commission within thirty (30) days after all of the following requirements have been met: (i) all of the requirements set forth in clauses (a) and (b) above, (ii) Developer's receipt of cleared funds in the aggregate amount of the Purchaser's deposits equal to thirty percent (30%) of the purchase price of the Unit, and (iii) Developer has completed the foundation work of the Condominium.
- (d) 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, Listing Agent 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 and/or 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 agrees that in the event that the purchase agreement signed by the prospective purchaser for the Unit is cancelled and/or the sale fails to close for any reason whatsoever, then such portions of the applicable commission with respect thereto as have not yet become due and payable shall be deemed waived and forfeited by Broker, and Broker shall not be entitled to any additional portion of the Commission in excess of any amounts previously paid to Broker. Broker shall not be required to repay to Developer any portion of the applicable commission previously paid to Broker.

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.

Broker certifies that (i) Broker is the only broker with whom the Purchaser has dealt in this regard, (ii) that Broker is a duly licensed broker in the Applicable Jurisdiction, (iii) that Broker is the sole procuring cause of this sale, and Broker further agrees to indemnify Developer and Listing Agent and hold Developer and Listing Agent 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 and/or Listing Agent'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 Listing Agent and Broker shall not be entitled to receive any commissions (or advances thereof) hereunder.

This Registration Agreement does not obligate Developer or Listing Agent 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 or Listing Agent, as applicable, in each of their 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.

Broker hereby agrees to maintain the confidentiality of any information made available from time to time to Broker by Developer or Listing Agent in connection with, or as a result of, this Broker Registration, including, without limitation, the identity of the Purchaser, any sales or negotiations procured by Broker at the Condominium (including without limitation, all pricing and unit identifying information), and any commissions paid to the Broker by Developer or Listing Agent (collectively, the "Confidential Information"). Broker shall maintain the confidentiality of such Confidential Information until such time as the Purchaser closes on title to the Unit. Additionally, Broker hereby covenants and agrees that: (i) it shall not utilize or create social media accounts or websites which include "Aston Martin", "Aston", "AM" and/or Lagonda in the domain's URL or prominently displayed on the social media website/account, (ii) it shall not utilize the Aston Martin "wings" logo (the phrase "Aston Martin Residences at 300 Biscayne Boulevard Way" is the only permitted use of the words "Aston Martin") and (iii) it may only use Developer approved images, floor plans and specifications for the Condominium (all other marketing materials requires the Developer's prior written approval). The Broker's failure to comply with the foregoing paragraph shall be a default by Broker under this Broker Registration.

Broker agrees to indemnify, defend and hold Developer and Listing Agent harmless for any claims or demands made against them as a result of any misconduct or a violation of law on Broker's part or any misrepresentations made by Broker herein. 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 email 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.

BROKER”

“LISTING AGENT”

Date: _____

Date: _____

This Registration Agreement has been
Acknowledged and Accepted by:

**Riverwalk East Developments, LLC,
a Florida limited liability company**

By: _____

Date: _____