

BROKER REGISTRATION GUIDELINES

CitySpace Investment Group (“Developer”) welcomes broker participation in the Rosegarten Park sales and reservation program. The program has been developed to insure that Brokers/Salespersons (“Broker”) may establish a priority claim for a commission in accordance with the terms of the Broker-Client Registration Form and the guidelines (“Registration Guidelines”) set forth below. These Registration Guidelines are the rules governing the client registration process and by executing and submitting the Broker-Client Registration Form, the Broker is accepting the terms as outlined herein and agreeing to use the registration process. No commission shall be paid to a Broker except in accordance with these guidelines.

1. Clients must be registered on their first visit to the Rosengarten Park Site by a Broker’s submission of a Broker–Client Registration Form to Developer (“Registered Client”). Broker shall accompany the client on the first visit and register him/her with the Developer’s sales representative. If it is not possible for the Broker to be present at the client’s first visit to the Rosengarten Park Site, the Broker shall, if it desires to obtain a commission in the event the client purchases a Unit at Rosengarten Park, make alternate arrangements, via email or in writing, with Developer prior to the client’s first visit. If a client visits Rosengarten Park Site and has not been registered prior to such visit (or other written arrangements have not been made with Developer before such visit), Developer shall not pay a commission to Broker even if such client subsequently executes a Reservation Form and eventually purchases a Unit in the Project.

2. A registration shall be effective for a period of six (6) months after the registration date (“Registered Period”). If a Registered Client enters into a “Reservation Agreement” or Sales Agreement with Developer during the Registered Period, a commission shall be paid by Developer to Broker in the following amounts and on the following terms:

(i) Two and one half percent (2.5%) of the purchase price for the purchased Unit

It is Broker’s responsibility to insure that his/her clients are Registered Clients. In order to maintain the right to a commission for a Registered Client after the expiration of the initial six (6) month period, the Broker shall be required to re-register the client by submitting a new Broker-Client Registration Form to Developer. Commissions shall only be paid at the close of escrow and shall only be deemed earned and due if the escrow as to a Registered Client actually closes. If the transaction between Developer and the Registered Client is terminated for any reason (including the default of the Registered Client) no commission shall be due or payable to Broker even if Developer retains all or a portion of a Registered Client’s Deposit as liquidated damages.

3. If a client is not accompanied by a Broker at the first visit to Rosengarten Park Site, Developer’s sales representative or agent shall use its best efforts to inquire if the client has an exclusive contract for representation or non-agency services with a real estate licensee, or whether the client has viewed the Developer’s project previously with a real estate licensee or is currently working with a real estate licensee. Failure of Developer’s sales representative to so inquire of a client shall not, however, give any rights whatsoever to Broker and so long as such client is not registered, no commission shall be due to Broker.

4. A Broker-Client Registration Form may, at the Developer’s sole and absolute discretion, be rejected if within the last sixty (60) days the client was registered with the Developer by another broker/salesperson, or the client visited the Developer’s sales office on their own without notice

from a broker/salesperson or without prior alternate arrangements being made with Developer.

5. The cooperating Broker shall help and provide information and support to the Registered Client and the Developer throughout the process of registration, purchase and closing.

6. The Developer's sales representative shall be entitled to:

(i) Show Registered Clients the Developer's Units, answer all questions, and communicate with the Registered Client's Broker, but communication directly with the Registered Client shall involve the cooperating Broker unless the Registered Client and Broker request or agree otherwise or the Broker is not responding timely, in which case the Developer's sales representative shall be entitled to communicate directly with the Registered Client.

(ii) Require that the purchase agreement be in a form developed and approved by Developer, prepare change orders or option increases for the Registered Client, and discuss and facilitate directly with the Registered Client as to financial programs and commitments, By submission of the first Broker-Client Registration Form to Developer, Broker thereby acknowledges receipt of a copy of this document and agrees to abide by its terms both as to the particular client then being registered and all subsequent clients registered by Broker with Developer. Any exceptions to these guidelines or the Broker-Client Registration Form must be in writing and signed by both Developer and Broker; any purported exception or modification not in writing shall be conclusively deemed null and void.