



BROKER PARTICIPATION PROGRAM

Prospect's Name ("Prospect"): _____

Prospect's Address (Street, City, State, Zip): _____

Prospect's Telephone Number: _____

Associate's Name ("Associate"): _____

Associate's Telephone Number: _____

Employed by (Broker's Name) ("Broker"): _____

Broker's Address: Street, City, State, Zip _____

Broker's Telephone Number: _____

Community Name: _____ Latitude at Hilton Head

Minto Sales Consultant: _____

Registration Date ("Registration Date"): _____

1. The Broker or Associate must register the Prospect at the above-named Community by being present with the Prospect during the Prospect's initial visit to the Community's sales center, provided, however, if the Broker or Associate does not accompany the Prospect on the Prospect's initial visit to the Community's sales center, the Prospect will be required to fill out this Broker Participation Program and Registration Agreement indicating the name of the Prospect's Broker and Associate, and thereafter the Broker or Associate must complete, sign and return an original of this Broker Participation Program and Registration Agreement to Minto Latitude HH, LLC ("Minto") within seven (7) calendar days of the Registration Date, failing which neither Broker nor Associate shall be entitled to receive a Commission. Registration by telephone, facsimile or electronic communication is not permitted. The Broker's/ Associate's business card must be attached to this registration form.
2. The Broker or Associate must provide Minto with a copy of an Exclusive Buyer Agency Agreement executed by Broker and the Prospect within seven (7) calendar days of the Registration Date, failing which neither Broker nor Associate shall be entitled to receive a Commission.
3. The Prospect shall complete Minto's customary Guest Survey. Broker is eligible for a commission under this Agreement if the Prospect is a new lead and is not already registered with Minto. If the Prospect was already registered at the sales center, neither Broker nor Associate shall be entitled to receive a Commission.
4. Minto's sales consultants will be responsible for presenting all information to the Prospect. The Broker/Associate will not be involved in this process. The Broker/Associate need not be present during future visits to the Community by the Prospect. Broker/Associate may not represent homes or properties in a manner other than through literature published and/or approved by Minto.
5. This registration is valid only at the above named Community. If the Prospect purchases a home or unit at any other Minto community or condominium, the Broker/Associate will not receive a commission unless they have registered the Prospect at that community or condominium.





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6. This registration will be recognized for a 60-day period commencing on the Registration Date and a purchase and sale agreement must be signed within 60 days of the Registration Date. If the Prospect does not sign a purchase and sale agreement within 60 days of the Registration Date, this Broker Participation Program and Registration Agreement shall automatically terminate. In the event Prospect is actively communicating with Minto regarding the purchase of a home in the Community after the 60-day registration period, Broker/Associate and Prospect must complete a new Broker Participation Program and Registration Agreement prior to Prospect entering into a purchase and sale agreement in order for Broker/Associate to be eligible to receive a Commission.
7. If Prospect enters a purchase agreement without the existence of a then current Broker Registration Agreement, Minto shall not be obligated to pay any commission to Broker/Associate.
8. The last Broker/Associate who registers the Prospect which results in a sale shall receive the full commission. Minto shall not be obligated to pay any commission to any previous Broker(s)/Associate(s).
9. The commission will be 3% of the Base Purchase Price less any incentives, credits and discounts, and exclusive of any purchaser selected options, extras and upgrades ("Commission"). No Commission shall be deemed earned unless and until a closing occurs. The commission shall be paid at Closing to the above-named Broker. The Associate will look solely to the Broker for payment.
10. No commission will be due to Broker/Associate if for any reason Prospect does not close on the purchase of the home purchased in the Community. In the event that the transaction fails to close for any reason whatsoever, and to the extent that Broker/Associate has received any Commission or portion of the Commission, Broker/Associate shall refund the commission to Minto within thirty (30) days of Minto's request. Should the Broker fail to return any such Commission, Minto shall be entitled to withhold payment of any commissions, moneys, or receipts off any kind to Broker, whether related to this transaction or not, until all indebtedness to Minto has been paid and discharged.
11. Minto has agreements with its sales associates as to the methods of sales, referrals and how and on what basis compensation and benefits will be paid. Broker/Associate shall not negotiate any variation in such policies or offer additional varied compensation or benefit to such sales associates, except upon the prior written approval of Minto.
12. Broker/Associate acknowledges that registration forms, mailing lists, sign up sheets or other records of prospective or actual clients are the trade secrets of Minto. Broker/Associate agrees not to solicit any Minto employee with respect to the contents of any of these or any other Minto trade secrets or to obtain the same through other means.
13. Broker/Associate agrees not to enter into any negotiations directly or indirectly with any developer or prospective customers deemed registered to Minto regarding the reservation and/or purchase of a home in the above-named Community, except with the express prior written approval of Minto.
14. Broker/Associate agrees to indemnify, defend and hold Minto and its officers, directors, agents and employees harmless from and against any and all claims, liabilities, costs or expenses whatsoever, including attorneys' fees and court costs at all tribunal levels, arising from any claim against Minto as a result of the Broker's/Associate's representation of the Prospect, any representation made to the Prospect, and any other conduct of the Broker/Associate in connection with this transaction.





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15. Broker/Associate shall be liable to Minto for all costs including, but not limited to, attorneys' fees incurred by Minto at all tribunal levels in connection with any disputes or litigation arising directly or indirectly from this Agreement.
16. This Broker Participation Program and Registration Agreement constitutes the entire agreement between Minto, Prospect and Broker/Associate regarding the subject matter of this Agreement. It may not be modified or altered in any way without the written agreement of all parties.
17. Broker/Associate who is registering the Prospect is not a subagent of Minto and does not represent Minto in any transaction.
18. Broker must be a licensed real estate broker in the State of South Carolina and Associate must be a licensed real estate broker or salesperson in the State of South Carolina and a designated agent of Broker at the time of the sale and at the time the Commission is paid.
19. The conditions of this Broker Participation Program and Registration Agreement are subject to the laws of the State of South Carolina.

PROSPECT:

Name: _____
Date: _____

PROSPECT:

Name: _____
Date: _____

COOPERATING BROKER/SALES ASSOCIATE:

By: _____
Associate Name: _____
Date: _____

SELLER:

MINTO LATITUDE HH, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

