



HIGHLAND ESTATES

BROKER REGISTRATION AGREEMENT

Thank you for referring your client to the Highland Estates Community, (the "Community"). We appreciate the opportunity to do business with you. Please register your Client by filling out this agreement completely and returning it via fax, e-mail or mail on or before the Client's first visit to the Community.

Client Name(s): _____
(individually or collectively, the "Client")

Client Address: _____

Client's Contact Info: Home (____) _____

Work (____) _____ Cell (____) _____

E-Mail: _____

Community: Highland Estates Tract 16914 City of Highland, California

Owner: Jackson Pendo Highland Estates, L.P., a California limited partnership (the "Owner")

Real Estate Agent's Name(s): _____
(individually or collectively, the "Agent")

Real Estate License #(s): _____

Agent's Contact Info: Work (____) _____

Fax (____) _____ Cell (____) _____

E-Mail: _____

Broker's Name: _____
(the "Broker")

Broker's Company Name: _____

Broker's Company Address: _____

Broker's Phone Numbers: Work (____) _____

Fax (____) _____ Cell (____) _____

Broker License #: _____

Owner hereby offers a broker referral fee ("**Referral Fee**") in the amount defined below to Broker for Agent's referral of Client to the Community, subject to full and complete satisfaction of, and compliance with, the terms and conditions set forth below.

1. **Referral Fee:** 3% of the original sales price at time of Client's purchase in the Community (as set forth in Section 2.a of the Agreement for Purchase and Sale of Real Property, Escrow Instructions and Deposit Receipt entered into between Owner and the Client), exclusive of additional options, upgrades, extras, less all incentives and concessions given by Owner to Client.
2. **Broker/Agent Registration:** Broker/Agent must **formally** register their Client by submitting this form **prior** to the date that the Client first visits or has been noted as a prospective purchaser at the Community by the Owner's Representative, regardless of whether such notation occurs via phone or in person. Once the Owner receives and approves this form, your client will be registered.
3. **Client's First Visit:** Agent/Broker must: (i) personally escort Client to the site (a business card is not acceptable); (ii) complete, or have previously completed, the Broker Registration Agreement; and (iii) obtain Prospective Client's Consent and Acknowledgement.
4. **Payment:** The Referral Fee shall be paid directly from escrow to the undersigned Broker only when Client closes escrow on a home in the Community and only if all of the terms and conditions set forth herein are fully satisfied. If the Agent leaves the employ of the Broker, then the Agent will look solely to the Broker for payment and will hold Owner and Owner's Representative harmless from any liability for payment of the Referral Fee or any other matters.
5. **Other Agents or Brokers:** Neither the undersigned Broker nor Agent is protected should another broker, real estate agent or referring homeowner appear and/or register the Client. In cases of a conflict as to the registering broker, the Referral Fee will be paid to the first broker who appropriately registers a Client. Owner has no obligation to check or inquire as to whether multiple brokers have registered the Client. In no event shall Owner be obligated to pay more than one (1) Referral Fee per lot/residence sold in the Community.

6. Exclusions: Owner will not pay a Referral Fee on any sales transaction where: i) the Client has previously purchased a home in the Community; ii) the Client has previously visited or been introduced to the Community on his/her own or by another agent or broker; or iii) the Client has previously been registered by another agent or as a homeowner referral. If the Owner or its representative notifies Agent and/or Broker that the Client has been previously registered or noted as a prospective purchaser, this determination shall be conclusive.
7. Misc.: Neither Broker nor Agent may advertise Highland Estates in any printed form. The Owner and Owner's Representative will always use Owner's purchase agreement contract. The Owner's Representative will administer all transactions, including loan processing and escrow processing. The Owner will not accept any outside paperwork, including without limitation other contracts or offers for sales, escrows or loans.
8. Representations: Broker and Agent acknowledge that no representation made by Owner, Owner's Representative or any representative that is not contained herein shall be binding on the Owner. The terms and conditions of this Broker Registration Agreement constitute the entire agreement by Owner to pay a Referral Fee or any other compensation to Broker and/or Agent. All prior or contemporaneous negotiations, agreements, understandings, representations and statements, oral or written, including without limitation, any multiple listing service agreements, are merged herein and shall be of no further force or effect.
9. 45-Day Expiration: This Broker Registration Agreement is valid only if the Client executes an "Agreement for Sale and Purchase of Real Property, Escrow Instructions and Deposit Receipt", within 45 days of the date listed below. Thereafter the Client must be re-registered.
10. By signing this agreement, Broker and Agent agree to the terms herein.

CHECKS WILL ONLY BE ISSUED TO THE ABOVE SPONSORING BROKER

AGENT:

OWNER'S REPRESENTATIVE:

Jackson Pendo Development Company

Real Estate Agent Signature

Date

Owner's Representative Signature

Date

Real Estate Agent Signature

Date

BROKER:

ACCEPTED BY OWNER:

JACKSON PENDO HIGHLAND ESTATES, L.P., a
California limited partnership

By: Jackson Pendo Development Company,
a California corporation

Its: General Partner

Broker Signature

Date

Owner's Signature

Date

Broker Tax ID Number

(Must be completed for valid registration, but may be filled out at Client's first visit)

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CLIENT CONSENT AND ACKNOWLEDGEMENT

Client here by consents to the foregoing and acknowledges and agrees as follows.

- (1) that the above named Broker/Agent was the person or persons who initially introduced me/us to the Community and that no one else has introduced me/us to the Community, nor is representing me/us in connection with our interest in the Community;
- (2) I/we have been informed and understand that neither the Owner's Representative nor Owner represents us in connection with the purchase or potential purchase of any home in the Community;
- (3) I/we have been informed and understand that neither Agent nor Broker represents or is an agent of Owner or Owner's Representative; and
- (4) that the signing of any agency agreement with Agent or Broker or the signing of this form WILL NOT give me/us any priority over any other prospective home purchaser for the sale of homes in the Community.

Date

Client Name: _____

Date

Client Name: _____

RETURN COMPLETED FORMS TO

Fax: 619-267-4914

E-Mail: highlandstates@jacksonpendo.com

Mail: PO Box 1260, Bonita, CA 91908