



The Pinehills

BROKER REFERRAL AGREEMENT – PURCHASE OF HOME

Pinehills LLC is presently marketing **The Pinehills** in Plymouth. *Pinehills LLC* (and a *Cooperating Builder*, as hereinafter defined) will accept referrals of prospective buyers from the cooperating broker hereinafter named who has signed this Agreement, on the following terms and conditions:

1. The cooperating broker shall be an active and registered member of the Massachusetts Association of Realtors and shall make an appointment and then personally bring each prospective buyer to a member of **The Pinehills** sales team at The Summerhouse, and to a member of the sales team for each *Cooperating Builder* at their respective sales office or model home, from which such prospective buyer may have an interest in purchasing a home at **The Pinehills**. *Pinehills LLC* will register each such prospect in its marketing database and maintain a flow of communication on the progress of the community. As homes are available for sale, **The Pinehills** sales team or a *Cooperating Builder* shall take charge of and carry forward all other aspects of each sales transaction, including showing the community and any model or market homes available for sale, preparation of "Purchase and Sale Agreement" and all other documents, and arranging for and conducting the closing.

For the purposes of this Agreement, "*Cooperating Builder*" or "*Cooperating Builders*" shall mean any builder who has (or may from time to time) entered into an agreement with *Pinehills LLC* to build homes at **The Pinehills**, including any officer, principal, employee, agent or contractor thereof.

2. Any presentation of a prospective buyer by the cooperating broker herein named shall be effective as an introduction for purposes hereof only (a) if made to a member of the *Pinehills LLC* sales team and to a member of the sales team(s) of the *Cooperating Builder(s)* at **The Pinehills** in person by such cooperating broker, who shall then identify himself or herself and the company which he or she represents, (b) is made before such prospective buyer is introduced to **The Pinehills** by his or her own action, by an employee of a *Cooperating Builder* or *Pinehills LLC* or by any other cooperating broker or by any other person and (c) if upon such presentation our authorized representative delivers to the cooperating broker an acknowledgment thereof in the form of **Exhibit A** attached hereto.

3. No representation shall be made with respect to **The Pinehills** or its *Cooperating Builders* and no descriptive materials shall be used other than the materials prepared by us. No advertising, publication or any other use of **The Pinehills** name or logo by any cooperating broker is permitted without prior written approval of *Pinehills LLC*.

4. With respect to each home at **The Pinehills** on which *Pinehills LLC* or a *Cooperating Builder* receives an executed Purchase and Sale Agreement with a binding deposit of at least ten (10) percent of the purchase price of the home on our or the *Cooperating Builder's* standard form within 180 days from the date the cooperating broker first introduces the buyer to **The Pinehills** by a buyer who was in

fact first introduced to **The Pinehills** by the cooperating broker named below, in accordance with provisions of the preceding Paragraph 2, *Pinehills LLC* or the *Cooperating Builder* will pay to said cooperating broker a sum equal to 2.5% of the purchase price of the home, excluding any extras or allowances for extras, upon the actual closing of said sale. In case of Buyer default so that above referenced closing does not occur, no payment will be due or made to the cooperating broker. *Pinehills LLC* or *Cooperating Builders* shall have no other or further obligation to said cooperating broker. In the event of any dispute with you or any other cooperating broker as to who so first procured and introduced any such buyer or purchase, *Cooperating Builder*, in consultation with *Pinehills LLC*, shall be the sole and conclusive arbitrator of said dispute. A cooperating broker may extend the broker referral period by completing a "Broker Referral Extension" form attached hereto as **Exhibit B**, and **must** do so in order to extend any broker representation period for an additional 180 day period. Neither *Pinehills LLC* nor *Cooperating Builder* shall have any obligation to notify a cooperating broker concerning the expiration of any 180-day referral period.

5. *Pinehills LLC* and the *Cooperating Builders* reserve and shall have the right to sell the homes at **The Pinehills** at any time, at any price and to any person, and to deal with purchasers directly on its own account and through any other cooperating broker or brokers. This agreement may be terminated at any time with or without cause by notice in writing to the cooperating broker herein named sent by first class mail to the address specified below. Termination shall be effective upon delivery of notice in accordance herewith. Termination of this Agreement shall not affect the cooperating broker's rights under any valid "Acknowledgement of Broker Referral" which predates the effective date of termination of this Agreement.

6. This Agreement shall take effect only when signed by a representative of the *Pinehills LLC* and the cooperating broker named below and represents the full and complete agreement between the parties with respect to the subject matter hereof.

Agreed to:

Date: _____

Cooperating Broker: _____
(Office Name)

By: _____
(Authorized Signatory)

Address: _____

Authorized:

Date: _____

Pinehills LLC
By:
Hereunto duly Authorized

Exhibit A – 1 of 2

ACKNOWLEDGMENT OF BROKER REFERRAL
Purchase of Home

Date: _____

Prospective Buyer(s): _____

Address: _____

Phone: _____ Email: _____

Prospective Buyer has been presented by the Cooperating Broker, in person in accordance with paragraph 2 of the "Broker Referral Agreement – Purchase of Home" entered into by the Cooperating Broker and *Pinehills LLC*, and is referred with respect to the **Cooperating Builder(s)** identified and acknowledged by the *Cooperating Builder(s)* on Schedule A attached hereto.

Referring Cooperating BrokerOffice: _____

Referring Cooperating Agent: _____

Office Address: _____

Office Phone: _____

Accepted on behalf of Referring Cooperating Broker:

By: _____

Pinehills LLC (and the *Cooperating Builder(s)* by virtue of the signature of the respective authorized representative(s) as it appears on Schedule A attached hereto) hereby acknowledges that the above-named prospective buyer(s) of a home at **The Pinehills** was/were presented to the undersigned on the date and at the time above specified by the above-named referring cooperating broker who has heretofore signed the standard form of Broker's Referral Agreement (the "Agreement") for **The Pinehills**. This acknowledgement and the Cooperating Broker's rights with respect to payment of a commission under the Agreement respecting the referral that is the subject of this Acknowledgement shall expire on _____ (the "Expiration Date") in accordance with the Agreement. Neither *Pinehills LLC* nor any *Cooperating Builder* shall have any responsibility to notify the Cooperating Broker and/or Cooperating Agent named hereinabove concerning the expiration of this acknowledgement.

Authorized by *Pinehills LLC*:

Date: _____

By: _____

Exhibit A – 2 of 2

Schedule A
Cooperating Builders – Purchase of Home

Prospective Buyer(s): _____ [name(s)] has been referred by Referring Cooperating broker and/or Referring Cooperating agent with respect to the following ***Cooperating Builder(s)***. Such referral shall be effective only with respect to the *Cooperating Builder(s)* who have acknowledged the referral in the space provided below. The completed form (including the Broker Referral Acknowledgement and this Schedule A) with original signatures must be returned to the *Pinehills LLC* sales director at The Summerhouse. A copy of the form will be provided to the Referring Cooperating broker/agent as confirmation of the referral. The referral is effective through and including the Expiration Date set forth on the Acknowledgement of Broker Referral:

<u>Name of Cooperating Home Builder</u>	<u>Acknowledgement by Cooperating Builder, duly authorized</u>
1. The Green Companies/G.P. Pines, LLC	_____ Date:
2. Whitman Homes, Inc. (Boatwright's Loop)	_____ Date:
3. Whitman Homes, Inc. (Model/Market Home)	_____ Date:
4. MacKenzie Brothers (Model/Market Home)	_____ Date:
7. Great Island by Del Webb	_____ Date:
8. RFM/Seton Highlands	_____ Date:
9. Toll Brothers, Inc.	_____ Date:
10. _____	_____ Date:
11. _____	_____ Date:
12. _____	_____ Date:
13. _____	_____ Date:

COPIES OF THE FULLY EXECUTED FORM SHALL BE PROVIDED TO THE COOPERATING BROKER AND EACH COOPERATING BUILDER WHO WAS A SIGNATORY ON SCHEDULE A OF THE ACKNOWLEDGEMENT OF BROKER REFERRAL REFERENCED ABOVE. PINEHILLS LLC SHALL RETAIN THE ORIGINAL SIGNED FORMS.



The Pinehills

COOPERATING BROKER PARTICIPATION INFORMATION Purchase of Home

Orientation: A broker office and/or agent interested in entering into a Cooperating Broker relationship with Pinehills LLC and the Cooperating Builders must contact the Sales Directors at The Pinehills (508-209-2000) to arrange for a site visit and orientation concerning The Pinehills. At least one representative of the broker office must complete the orientation as a precondition to entering into a Broker Referral Agreement. Following completion of the orientation, The Pinehills Sales Director will provide a broker office with the form of agreement.

Referral Fee: 2.5% of the purchase price, excluding extras or allowances for extras, to be paid upon the actual closing of said sale of completed home.

The Referral: Brokers must have on file with *Pinehills LLC* a fully executed Broker Referral Agreement. A broker must contact the Pinehills Sales Director for ***Pinehills LLC***, at (508) 209-2000 **and** the Sales Director(s) for the *Cooperating Builder(s)* to make a referral and must personally present each such prospective buyer to ***The Pinehills***.

Each time a cooperating broker contacts the Sales Directors at **The Pinehills as described above**, we will register the broker's office and prospect's name to confirm the contact and to establish that the prospect has not previously registered and confirm that a referral fee is due upon the sale of a home to that prospect in accordance with the terms of the Broker Referral Agreement.

Workshops and Information: Once registered, Sales Directors for *Pinehills LLC* may invite the prospect to workshops and maintain up to date communication on the community of **The Pinehills**. In addition, as appropriate, a *Cooperating Builder(s)* may also provide the prospect with information concerning homes for sale or invitations to events sponsored by or undertaken by a *Cooperating Builder*. As homes are available for sale, a member of the sales team of **The Pinehills** or the *Cooperating Builders* will tour the prospect through the available home construction neighborhoods and review floor plans. The broker is welcome to join the prospect in workshops or tours.

Purchase and Sale Agreements: *Pinehills LLC* or the *Cooperating Builder(s)* will handle all reservation agreements, Home Purchase and Sale Agreements, finish selections and any upgrades or customizing. A copy of the signed reservation and Home Purchase and Sale Agreements will be forwarded to the participating cooperating broker upon execution.

We look forward to working with you!

Exhibit B

Broker Referral Extension Form – Purchase of Home

Date: _____

Whereas, Cooperating Broker/Agent previously entered into a **Broker Referral Agreement** ("Agreement") with *Pinehills LLC* dated _____; and

Whereas, pursuant to said Agreement, Cooperating Broker/Agent received from *Pinehills LLC* an **Acknowledgement of Broker Referral** ("Acknowledgement"), including acknowledgement of the referral by the Cooperating Builder(s) identified on Schedule A thereof, for the Prospective Buyer(s) named below:

_____; and

Whereas, pursuant to said Acknowledgement, the referral period expires effective _____; and

Whereas the Prospective Buyer and Cooperating Broker/Agent desire to extend the referral period for an additional 180 days in accordance with the terms of said Agreement and said Acknowledgement.

Now therefore, the undersigned Cooperating Broker/Agent requests an extension of the broker referral period for an additional 180 day period as approved by *Pinehills LLC* and the *Cooperating Builder(s)*. The extension period shall expire on the date set forth below. The signature of a representative of *Pinehills LLC* below is sufficient to indicate assent to the extension by the *Cooperating Builder(s)* who were signatories to said Acknowledgement.

Date: _____ By: _____
Cooperating Broker/Agent

Approved, Pinehills LLC:

Date: _____ By: _____

Expiration of Extension Period: _____.

COPIES OF THE FULLY EXECUTED FORM SHALL BE PROVIDED TO THE COOPERATING BROKER AND EACH COOPERATING BUILDER WHO IS A SIGNATORY ON SCHEDULE A OF THE ACKNOWLEDGEMENT OF BROKER REFERRAL REFERENCED ABOVE. PINEHILLS LLC SHALL RETAIN THE ORIGINAL SIGNED FORMS.



The Pinehills

BROKER REFERRAL AGREEMENT – PURCHASE OF LAND

Pinehills LLC is presently marketing **The Pinehills** in Plymouth. *Pinehills LLC* will accept referrals of prospective buyers from the cooperating broker hereinafter named who has signed this Agreement, on the following terms and conditions:

1. The cooperating broker shall be an active and registered member of the Massachusetts Association of Realtors and shall make an appointment and then personally bring each prospective buyer to a member of **The Pinehills** sales team at The Summerhouse, or sales office or model home staffed by **The Pinehills Sales Team**, from which such prospective buyer may have an interest in purchasing land at **The Pinehills**. *Pinehills LLC* or a *Cooperating Builder* will register each such prospect in its marketing database and maintain a flow of communication on the progress of the community. As land on which homes may be constructed is available for sale, **The Pinehills** sales team shall take charge of and carry forward all other aspects of each land sale transaction, including showing the community and any land available for sale, introduction to custom home builders, preparation of "Purchase and Sale Agreement" and all other documents, and arranging for the closing.

For the purposes of this Agreement, "*Cooperating Builder*" or "*Cooperating Builders*" shall mean any builder who has (or may from time to time) entered into an agreement with *Pinehills LLC* to sell home sites at **The Pinehills**, including any officer, principal, employee, agent or contractor thereof.

2. Any presentation of a prospective buyer by the cooperating broker herein named shall be effective as an introduction for purposes hereof only (a) if made to a member of the *Pinehills LLC* sales team and to a member of the sales team(s) of the *Cooperating Builder(s)* at **The Pinehills** in person by such cooperating broker, who shall then identify himself or herself and the company which he or she represents, (b) is made before such prospective buyer is introduced to **The Pinehills** by his or her own action, by an employee of a *Cooperating Builder* or *Pinehills LLC* or by any other cooperating broker or by any other person and (c) if upon such presentation our authorized representative delivers to the cooperating broker an acknowledgment thereof in the form of **Exhibit A** attached hereto.

3. No representation shall be made with respect to **The Pinehills** or its *Cooperating Builders* and no descriptive materials shall be used other than the materials prepared by us. No advertising, publication or any other use of **The Pinehills** name or logo by any cooperating broker is permitted without prior written approval of *Pinehills LLC*.

4. With respect to each parcel of land at **The Pinehills** on which *Pinehills LLC* or a *Cooperating Builder* receives an executed Purchase and Sale Agreement with a binding deposit of at least ten (10) percent of the purchase price of the land on our or the *Cooperating Builder's* standard form within 180 days from the date the cooperating broker first introduces the buyer to **The Pinehills** by a buyer who was in fact first introduced to **The Pinehills** by the cooperating broker named below, in accordance

with provisions of the preceding Paragraph 2, *Pinehills LLC* or the *Cooperating Builder* will pay to said cooperating broker a sum equal to 2.5% of the purchase price of the land upon the actual closing of said sale. In case of Buyer default so that above referenced closing does not occur, no payment will be due or made to the cooperating broker. *Pinehills LLC* or *Cooperating Builders* shall have no other or further obligation to said cooperating broker. In the event of any dispute with you or any other cooperating broker as to who so first procured and introduced any such buyer or purchase, *Cooperating Builder*, in consultation with *Pinehills LLC*, shall be the sole and conclusive arbitrator of said dispute. A cooperating broker may extend the broker referral period by completing a "Broker Referral Extension" form attached hereto as **Exhibit B**, and **must** do so in order to extend any broker representation period for an additional 180 day period. Neither *Pinehills LLC* nor *Cooperating Builder* shall have any obligation to notify a cooperating broker concerning the expiration of any 180-day referral period.

5. *Pinehills LLC* and the *Cooperating Builders* reserve and shall have the right to sell land at **The Pinehills** at any time, at any price and to any person, and to deal with purchasers directly on its own account and through any other cooperating broker or brokers. This agreement may be terminated at any time with or without cause by notice in writing to the cooperating broker herein named sent by first class mail to the address specified below. Termination shall be effective upon delivery of notice in accordance herewith. Termination of this Agreement shall not affect the cooperating broker's rights under any valid "Acknowledgement of Broker Referral" which predates the effective date of termination of this Agreement.

6. This Agreement shall take effect only when signed by a representative of the *Pinehills LLC* and the cooperating broker named below and represents the full and complete agreement between the parties with respect to the subject matter hereof.

Agreed to:

Date: _____

Cooperating Broker: _____
(Office Name)

By: _____
(Authorized Signatory)

Address: _____

Authorized:

Date: _____

Pinehills LLC
By:
Hereunto duly Authorized

Exhibit A – 1 of 2

ACKNOWLEDGMENT OF BROKER REFERRAL – PURCHASE OF LAND

Date: _____

Prospective Buyer(s): _____

Address: _____

Phone: _____ Email: _____

Prospective Buyer has been presented by the Cooperating Broker, in person in accordance with paragraph 2 of the "Broker Referral Agreement – Purchase of Land" entered into by the Cooperating Broker and *Pinehills LLC*, and is referred with respect to the **Cooperating Builder(s)** identified and acknowledged by the *Cooperating Builder(s)* on Schedule A attached hereto.

Referring Cooperating BrokerOffice: _____

Referring Cooperating Agent: _____

Office Address: _____

Office Phone: _____

Accepted on behalf of Referring Cooperating Broker:

By: _____

Pinehills LLC (and the *Cooperating Builder(s)* by virtue of the signature of the respective authorized representative(s) as it appears on Schedule A attached hereto) hereby acknowledges that the above-named prospective buyer(s) of land at **The Pinehills** was/were presented to the undersigned on the date and at the time above specified by the above-named referring cooperating broker who has heretofore signed the standard form of Broker's Referral Agreement (the "Agreement") for **The Pinehills**. This acknowledgement and the Cooperating Broker's rights with respect to payment of a commission under the Agreement respecting the referral that is the subject of this Acknowledgement shall expire on _____ (the "Expiration Date") in accordance with the Agreement. Neither *Pinehills LLC* nor any *Cooperating Builder* shall have any responsibility to notify the Cooperating Broker and/or Cooperating Agent named hereinabove concerning the expiration of this acknowledgement.

Authorized by *Pinehills LLC*:

Date: _____

By: _____

Exhibit A – 2 of 2

**Schedule A
Cooperating Builders – Purchase of Land**

Prospective Buyer(s): _____ [name(s)] has been referred by Referring Cooperating broker and/or Referring Cooperating agent with respect to the following **Cooperating Builder(s)**. Such referral shall be effective only with respect to the *Cooperating Builder(s)* who have acknowledged the referral in the space provided below. The completed form (including the Broker Referral Acknowledgement and this Schedule A) with original signatures must be returned to the *Pinehills LLC* sales director at The Summerhouse. A copy of the form will be provided to the Referring Cooperating broker/agent as confirmation of the referral. The referral is effective through and including the Expiration Date set forth on the Acknowledgement of Broker Referral:

<u>Name of Cooperating Builder</u>	<u>Acknowledgement by Cooperating Builder, duly authorized</u>
1. MacKenzie Brothers, Inc.	_____ Date:
2. Whitman Homes, Inc.	_____ Date:
3. _____	_____ Date:
4. _____	_____ Date:
5. _____	_____ Date:

COPIES OF THE FULLY EXECUTED FORM SHALL BE PROVIDED TO THE COOPERATING BROKER AND EACH COOPERATING BUILDER WHO WAS A SIGNATORY ON SCHEDULE A OF THE ACKNOWLEDGEMENT OF BROKER REFERRAL REFERENCED ABOVE. PINEHILLS LLC SHALL RETAIN THE ORIGINAL SIGNED FORMS.



The Pinehills

COOPERATING BROKER PARTICIPATION INFORMATION Land Purchase

Orientation: A broker office and/or agent interested in entering into a Cooperating Broker relationship with Pinehills LLC and the Cooperating Builders must contact the Sales Directors at The Pinehills (508-209-2000) to arrange for a site visit and orientation concerning The Pinehills. At least one representative of the broker office must complete the orientation as a precondition to entering into a Broker Referral Agreement. Following completion of the orientation, The Pinehills Sales Director will provide a broker office with the form of agreement.

Referral Fee: 2.5% of the land purchase price to be paid upon the actual closing of said sale of completed home.

The Referral: Brokers must have on file with *Pinehills LLC* a fully executed Broker Referral Agreement. A broker must contact the Pinehills Sales Director for ***Pinehills LLC***, at (508) 209-2000 **and** the Sales Director(s) for the *Cooperating Builder(s)* to make a referral and must personally present each such prospective buyer to ***The Pinehills***.

Each time a cooperating broker contacts the Sales Directors at **The Pinehills as described above**, we will register the broker's office and prospect's name to confirm the contact and to establish that the prospect has not previously registered and confirm that a referral fee is due upon the sale of a parcel of land to that prospect in accordance with the terms of the Broker Referral Agreement.

Workshops and Information: Once registered, Sales Directors for *Pinehills LLC* may invite the prospect to workshops and maintain up to date communication on the community of **The Pinehills**. In addition, as appropriate, a *Cooperating Builder(s)* may also provide the prospect with information concerning land and homes for sale or invitations to events sponsored by or undertaken by a *Cooperating Builder*. As parcels of land are available for sale, a member of the sales team of **The Pinehills** or the *Cooperating Builders* will tour the prospect through the available home sites and neighborhoods. The broker is welcome to join the prospect in workshops or tours.

Purchase and Sale Agreements: *Pinehills LLC* or the *Cooperating Builder(s)* will handle all reservation agreements, Land Purchase and Sale Agreements, and assist with the closing on the purchase of the land. A copy of the signed reservation and Land Purchase and Sale Agreement will be forwarded to the participating cooperating broker upon execution.

We look forward to working with you!

Exhibit B

Broker Referral Extension Form – Purchase of Land

Date: _____

Whereas, Cooperating Broker/Agent previously entered into a **Broker Referral Agreement** (“Agreement”) with *Pinehills LLC* dated _____; and

Whereas, pursuant to said Agreement, Cooperating Broker/Agent received from *Pinehills LLC* an **Acknowledgement of Broker Referral** (“Acknowledgement”), including acknowledgement of the referral by the Cooperating Builder(s) identified on Schedule A thereof, for the Prospective Buyer(s) named below:

_____; and

Whereas, pursuant to said Acknowledgement, the referral period expires effective _____; and

Whereas the Prospective Buyer and Cooperating Broker/Agent desire to extend the referral period for an additional 180 days in accordance with the terms of said Agreement and said Acknowledgement.

Now therefore, the undersigned Cooperating Broker/Agent requests an extension of the broker referral period for an additional 180 day period as approved by *Pinehills LLC* and the *Cooperating Builder(s)*. The extension period shall expire on the date set forth below. The signature of a representative of *Pinehills LLC* below is sufficient to indicate assent to the extension by the *Cooperating Builder(s)* who were signatories to said Acknowledgment.

Date: _____ By: _____
Cooperating Broker/Agent

Approved, *Pinehills LLC*:

Date: _____ By: _____

Expiration of Extension Period: _____.

COPIES OF THE FULLY EXECUTED FORM SHALL BE PROVIDED TO THE COOPERATING BROKER AND EACH COOPERATING BUILDER WHO IS A SIGNATORY ON SCHEDULE A OF THE ACKNOWLEDGEMENT OF BROKER REFERRAL REFERENCED ABOVE. PINEHILLS LLC SHALL RETAIN THE ORIGINAL SIGNED FORMS.