Selene

BROKER AGREEMENT

PROSPECTIVE BUYER(S) / PURCHASER'S INFORMATION:

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

Purchaser's Phone Number: _____ Purchaser's E-mail: _____

Project/Condominium: **Selene Condominium** (the "Condominium")

Sales use - Condominium Unit: _____(the "Unit")

Sales use - Unit Purchase Price: $_____

Sales use - Unit Commissionable Net Price: $_____(the "Commissionable Net Purchase Price")

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, _____ ("Broker"), hereby certifies that Broker (i) is duly licensed as a real estate broker in the State of Florida; and (ii) did not otherwise perform any real estate services in violation of Chapter 475, Florida Statutes.

Broker certifies that Broker is working in connection with the contemplated purchase and sale of the above-referenced Unit, for the above-referenced Purchase Price, at the above-referenced Condominium, and that Broker is the sole procuring cause of the above-referenced Purchaser visiting the Condominium (the "Instant Transaction").

Broker further certifies that Broker shall cooperate with Douglas Elliman Florida, LLC ("Listing Agent"), the exclusive listing agent for the "Developer" (as hereinafter defined), in connection with the Instant Transaction.

By countersigning this Broker Agreement, by KT Seabreeze Atlantic LLC, a Florida limited liability company, ("Developer" or "Seller"), 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 ("Purchase Agreement"), within 90 days from and after the date of this Broker Agreement (the "Registration Period") and the sale of the Unit actually closes, the Broker will be paid a commission equal to **Fou**r percent (4%) of the Commissionable Net Purchase Price (as hereinafter defined) of the Unit. The commissions are

paid by terms of the hereinafter defined requirements:

a) 35% of the commission within sixty (60) days following the date that the last of the following events occur: (1) Execution of the Purchase Agreement by both parties, (ii) the rescission period has passed, (iii) the date that the Buyer has made deposits under the Purchase Agreement equal to the required ten percent (10%) deposit/funds of the Purchase Price of the Unit (and same have cleared) at contract conversion, (iv) completion of all paperwork pertaining to the Purchase Agreement and Broker's participation.
b) 30% of the commission within sixty (60) days following Buyer's execution of this Agreement and after Developer receives, in cleared funds, the required ten percent (10%) additional deposit/funds of the Purchase Price totaling an aggregate of not less than twenty percent (20%) of the Purchase Price of the Unit due.
c) The balance of the commission 35% within sixty (60) days after the Purchaser closes on title to the Unit and Developer receives, in cleared funds, the full sales proceeds.

In the event that the Purchaser does not enter into a binding Purchase Agreement for the Unit within the Registration Period, this Broker Agreement will be null and void and of no further force or effect and Broker will 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 Broker Agreement or otherwise enter into a new Broker Agreement. Broker understands and agrees that no commission is payable with respect to the Purchaser's entering into a reservation agreement.

For purposes hereof, "Commissionable Net Purchase Price" means the actual purchase price paid in full by the Purchaser pursuant to an executed and consummated Purchase Agreement, EXCLUDING: (i) any charge for equipment, parking, furnishings, appliances, additional appurtenances, decorations and/or upgrades, (ii) 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, (iii) previously forfeited deposits by the Purchaser (if any) that are being honored by Seller at closing (which Seller has no obligation to do) as an inducement to close the Unit and (iv) any transfer, gains or similar taxes paid directly by the 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, granted to the Purchaser at or prior to closing will be DEDUCTED from the purchase price for purposes of determining the Commissionable Net Purchase Price.

Broker is not entitled to any commission on the Instant Transaction if the Purchaser has previously registered at the Condominium without broker representation or if the Purchaser has registered previously and identified a different broker.

Notwithstanding anything to the contrary, Broker is not entitled to any additional unpaid commission whatsoever if the sale of the Unit fails to close for any reason whatsoever, including, without limitation, the default of Developer or the failure of any contingency or condition precedent set forth in the Purchase Agreement or as a result of any right of cancellation that the Purchaser may have.

Broker certifies that (i) Broker is the only broker with whom the Purchaser has dealt in this regard, (ii) Broker is a duly licensed broker in each jurisdiction where licensure is required, (iii) Broker is the sole procuring cause of this sale, and (iv) Broker further agrees to indemnify Developer, Listing Agent and Developer's closing agent and to hold harmless Developer, Listing Agent and Developer's closing agent 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 Broker Agreement, Broker shall not give any portion of any commissions or any other thing of value to any of Developer's and/or Listing Agent's salespersons, other brokers, employees and/or contractors. If Broker breaches any representation or covenant under this Broker Agreement, then this Broker Agreement will automatically

terminate, Broker shall immediately pay any advances against commissions, if any, to Listing Agent, and Broker will not be entitled to receive any commissions (or advances thereof) under this Broker Agreement.

Broker shall indemnify, defend and hold harmless Developer and Listing Agent from and against any and all claims, liabilities, losses, actions, causes of action, expenses (including, without limitation, attorneys' fees) and demands arising from or relating to any misconduct or violation of law by Broker or any agent of Broker or any misrepresentation or breach of any covenant by Broker or any agent of Broker under this Broker Agreement. This Broker Agreement does not obligate Developer or Listing Agent to pay real estate commissions to Broker for any prospective purchaser at the Condominium other than the 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 any agent of Broker may rely upon the terms of this Broker Agreement for the payment of a real estate commission for any transaction other than the Instant Transaction.

In the event of any litigation arising from or relating to this Broker Agreement, the prevailing party will 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 Broker Agreement is governed by Florida law, without regard to any conflict of laws provisions. To the extent that any provision of this Broker Agreement is deemed by an appropriate court of law as being unenforceable under Florida law, such provision will be deemed to be stricken from this Broker Agreement, and all other provisions of this Broker Agreement will 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 exclusive jurisdiction of the state and federal courts of the State of Florida; and (ii) venue exclusively will lie in Broward County, Florida. This Broker Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together are deemed to be one and the same instrument. Signatures of the parties hereto on copies of this Broker Agreement transmitted by facsimile machine or electronic transmission are deemed originals for all purposes hereunder, and are binding upon the parties hereto.

This Broker Agreement sets forth the entire agreement between the parties hereto related to the subject matter hereof and shall not be altered, modified or amended unless such alteration, modification or amendment is set forth in writing and signed by all parties hereto.

UNDER PENALTIES OF PERJURY, THE UNDERSIGNED BROKER ACKNOWLEDGES AND AGREES TO THE ACCURACY OF THE FOREGOING INFORMATION.

"BROKER"

_____

Date: _____

This Broker Agreement has been Acknowledged and Accepted by:

BROKER'S SALES AGENT: _____

This Broker Agreement has been Acknowledged and Accepted by Douglas Elliman Florida, LLC:

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