

COOPERATIVE BROKERAGE POLICY

If you are a licensed real estate agent in good standing, we welcome your interest in helping us sell our listings. We offer the following compensation arrangement, which in all cases calls for payment to you within thirty days (30) of closing:

Our gross commissions vary by listing and, consequently, our offer of compensation to cooperative brokers varies accordingly. Please contact us to obtain the specific offer of compensation for any of our active listings. Our offer of compensation assumes that you enter fully into the total transaction process.

If you make a referral only, or if you are not licensed in the state in which the property is located, we will pay you 20% of the buyer's side of a commission. After one year, the referral percentage shall drop to 10%. Since every situation is different, however, we reserve the right to make adjustments if appropriate. Specifically, we reserve the right to change this arrangement when we are working with a broker who does not offer at least as favorable an arrangement to brokers working on their listings.

In some cases our listing agreements call for a higher commission if we cooperate with another broker. This is done to encourage your participation and help. However, it could put your buyer at a disadvantage in the event that we have a similar or equal offer from a buyer who is working through Earth Asset Partnership, LP (Earth Asset). In this eventuality, we assure you that you will be informed of the situation to the fullest extent legally disclosable.

Our obligation to perform on this offer of compensation with you is conditioned upon your adherence to the following participation requirements:

1. We require you to exclusively use our marketing materials, including but not limited to, brochure, survey(s), GIS maps, photography, Earth Asset Property Portfolio, in your presentation of our listings to buyers. Please contact our office to make arrangements for obtaining these materials, as each listing has its own unique set of marketing documents. We request that photocopies of our brochures and photos, or printed out versions off our website, not be sent out.
2. We prohibit you from having direct contact with our clients, unless you receive our prior written permission. Any attempt to contact owners of the properties we exclusively represent will make you ineligible for a cooperative brokerage commission from us. All communication with our clients must be channeled through our office.
3. All offers and negotiations must be communicated through our office.
4. All earnest monies shall be placed either in our real estate trust accounts or in the trust account of a closing agent.
5. Our listings are exclusive, and shall be treated as unique offerings which one should be honored to look at and have an opportunity to purchase. With that in mind, we have committed to the owners that we will be present at all showings to be sure our listings are competently represented. Furthermore, several of our listings have notice requirements, ranging between 24 to 48 hours. Therefore, we will need sufficient advance notice so that we can honor any required advanced notice requirements and ensure that a licensed broker from our office can be present. We will do everything we can to accommodate your schedule.

6. Until you register your prospect by name with our office, you are totally at risk. Before you do register a prospect, we require that you discuss the following items with that prospect:

(a) Your prospect must be informed that he or she is being registered as your prospect for the specific Earth Asset listing(s) that you are presenting.

(b) He or she must be asked both if he or she has already been presented the property by someone else and if he or she is already working with Earth Asset. If there is a conflict between outside brokers, preference will be given to the buyer's choice of broker and to the broker who is the procuring cause of an offer. If your prospect is already working with Earth Asset, we will not recognize him or her as your prospect unless you have a written and fully executed exclusive buyer broker agreement with said prospect.

1. If you involve additional brokers, you will be required to compensate them out of your share.
2. Unless you notify us to the contrary, we will assume that you will be working as a statutory/transaction broker, or the equivalent, whereby you are representing neither party.

We do not permit any advertising of Earth Asset exclusive listings by cooperating brokers without our prior written consent.

Agency

It is our preference to compensate cooperating brokers as buyer brokers or statutory/transaction brokers only. However, we do offer compensation to sub-agents.

If you have an agreement, written or oral, with a buyer in which the buyer compensates you for all or a portion of the commission, you must fully disclose the terms of said Agreement to us in writing. It is our preference that the Buyer compensate you if you are a Buyer Agent.

If you have any questions or wish to schedule a showing, please contact us. Again, thank you for your help and cooperation.