



Exhibit "C"
COOPERATING BROKER PARTICIPATION INFORMATION

Realty Executives of Cape Cod ("R.E. Brokerage") is the exclusive listing broker for all new home communities being developed within New Seabury by New Seabury Properties, LLC and/or its affiliates. R.E. Brokerage accepts cooperation from and offers compensation to qualified brokers and agents (respectively, a "Cooperating Broker" and "Cooperating Agent") only pursuant to the terms and conditions of its Referral Agreement. A real estate brokerage and/or agent interested in entering into a Cooperating Broker relationship with R.E. Brokerage must contact a member of the Sales Team at R.E. Brokerage at (508) 539-8200 to arrange for a site visit and orientation. 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, R.E. Brokerage will furnish the broker or its representative with a Broker Referral Agreement to be completed by the broker.

The Referral: Cooperating Brokers must have a fully executed Broker Referral Agreement on file with R.E. Brokerage. The Cooperating Broker or its affiliated agent ("Cooperating Agent") must contact a member of the R.E. Brokerage Sales Team at (508) 539-8200 to make a referral and must personally present each such prospective buyer to R.E. Brokerage.

Each Cooperating Broker/Agent must complete a Registration Form for each prospective buyer and submit the Form to R.E. Brokerage **PRIOR** to the showing. All Registration Forms must be completed in full with the correct name, address and contact information. Each submitted Registration Form is verified to ensure that the prospective buyer has not previously contacted our offices directly, nor has been registered by another Cooperating Agent. After verification, each Registration is signed and returned to the Agent as approved. If at any time R.E. Brokerage determines that registration information is incorrect or has been falsely submitted, said registration shall become null and void, shall be considered invalid for purposes of the Referral Agreement.

Each Sales Person/Realtor **MUST** contact a member of the R.E. Brokerage Sales Team at (508) 539-8200 to set up an appointment for each such prospective buyer to R.E. Brokerage.

Offers / Purchase and Sale Agreements: R.E. Brokerage will handle all Offers, Reservation Agreements, Purchase and Sale Agreements, finish selections and any upgrades or customizing. A copy of the signed Reservation and Purchase and Sale Agreements will be forwarded to the participating Cooperating Agent upon execution.

Referral Fee: A Cooperating Brokerage fee will be paid as indicated on each Listing posted within the Cape Cod & Islands Multiple Listing Service and/or MLS Pin Listing Service, excluding options, upgrades, furnishings and the value of any membership to The Club at New Seabury, to the Cooperating Broker within 30 days of the execution of the Purchase and Sale Agreement by both parties and the expiration of all contingencies, if any.

We look forward to working with you!

Realty Executives of Cape Cod

Referral Agreement

Realty Executives of Cape Cod ("R.E. Brokerage") is the exclusive listing broker for all new home communities being developed within New Seabury by New Seabury Properties, LLC and/or its affiliates (collectively, "New Seabury Properties"). Pursuant only to the terms of this Referral Agreement, R.E. Brokerage will accept referrals of New Prospective Buyers (as defined below) from the brokerage identified below (the "Cooperating Broker") and its agents (the "Cooperating Agents"), on the following terms and conditions:

1. A "New Prospective Buyer" shall be limited to a prospective buyer who has not previously been in communication with R.E. Brokerage or New Seabury Properties (either directly or as the result of a prior referral by a Cooperating Broker, Cooperating Agent or other third party) as evidenced by the prospective buyer's inclusion in the customer database maintained by R.E. Brokerage.
 - a. By its signature below, and on behalf of its Cooperating Agents, the Cooperating Broker acknowledges that prior inclusion of a prospective buyer in the R.E. Brokerage database IS CONCLUSIVE EVIDENCE that a Cooperating Broker and/or Cooperating Agent is NOT the "procuring cause" of any property purchase from New Seabury Properties by said prospective buyer and agrees to stipulate to the same in any mediation, arbitration and/or litigation regarding procuring cause.
 - b. Cooperating Brokers and Cooperating Agents may inquire as to whether a prospective buyer is listed in the R.E. Brokerage customer database.
 - c. For purposes of this Agreement, prior inclusion of one spouse in the R.E. Brokerage customer database shall be binding on the other; prior inclusion of prospective buyers under a different address or names shall be binding and render the parties ineligible under the terms of this Agreement; prior inclusion of a prospective buyer shall be binding against all entities for which the prospective buyer is a trustee or officer or holds any beneficial interest.
 - d. Notwithstanding any provision to the contrary herein, if at any time R.E. Brokerage determines that registration information is incorrect or has been falsely submitted, said registration shall become null and void, shall be considered invalid for purposes of the Referral Agreement.
2. The Cooperating Broker and its Cooperating Agents shall all hold an active Massachusetts Real Estate license and be registered with the Massachusetts Board of Registration of Real Estate Brokers & Salespersons (the "Massachusetts Real Estate Board").
3. The Cooperating Agents shall make appointments for each prospective buyer with a member of the R.E. Brokerage Sales Team at the Sales Cottage. R.E. Brokerage will register each such prospect in its customer database, confirm that the prospective buyer has not been previously included in its customer database and therefore qualifies as a New Prospective Buyer, and maintain ongoing communication with said Prospect. The Cooperating Broker/Cooperating Agent agrees that R.E. Brokerage, alone, shall present any offer to New Seabury Properties. In the event of a sale, the R.E. Brokerage Sales Team shall assume responsibility for all aspects of each sales transaction, including showing the premises, preparation of "Purchase and Sale Agreement" and all other documents, and arranging for and conducting the closing.

4. Any presentation of a qualifying New Prospective Buyer by a Cooperating Agent shall be eligible for compensation on the terms herein only:
 - a. if made to a member of the R.E. Brokerage Sales Team by the Cooperating Agent, who must identify themselves and the company which they represent;
 - b. if, upon such presentation, our authorized representative delivers to the Cooperating Broker/Agent an acknowledgment thereof in the form of an executed *Exhibit A*, attached hereto; and
 - c. if made **before** such prospective buyer is introduced to either R.E. Brokerage by his or her own action, the actions of R.E. Brokerage, the actions of New Seabury Properties, or the actions of any other Cooperating Agent or other third party.
5. This Referral Agreement does not create any agency relationship between New Seabury Properties and any Cooperating Broker/Agent. This Referral Agreement does not create any sub-agency relationship between R.E. Brokerage and any Cooperating Broker/Agent. No representation shall be made by the Cooperating Broker and/or Cooperating Agent to any prospective buyer with respect to either New Seabury Properties or R.E. Brokerage and no descriptive materials shall be used other than the materials prepared by R.E. Brokerage. No advertising, depiction, description, name, logo or likeness of R.E. Brokerage, New Seabury Properties or any community or product being developed or offered by New Seabury Properties, may be used by a Cooperating Broker and/or Cooperating Agent in any publication or advertisement, in written, electronic or other form of media, without prior written approval of R.E. Brokerage and New Seabury Properties.
6. With respect to each property on which New Seabury Properties accepts an executed Purchase and Sale Agreement on its standard form within one year from the date the Cooperating Agent first introduced the New Prospective Buyer to R.E. Brokerage in accordance with provisions of the preceding Paragraph 2, the Cooperating Broker/Agent shall be deemed the "procuring cause" and R.E. Brokerage will pay the Cooperating Broker/Agent a certain percentage (as indicated on the property's corresponding listing posted within the Cape Cod & Islands Multiple Listing Service and/or MLS Pin Listing Service) of the base contract price, excluding any options or upgrades, furnishings and any the value of any membership benefits to The Club at New Seabury, (the "Referral Fee") within 30 days of the execution by both parties of the Purchase and Sale Agreement and the expiration of all agreement contingencies, if any (see Referral Fee paragraph on Page 1).

The Cooperating Broker will be required to present an invoice on company letterhead for commission due from R.E. Brokerage indicating client, property, company address and tax identification information.

In the case of a buyer default or seller cancellation of a contract (conveyance does not occur), Cooperating Broker acknowledges that the Referral Fee must be refunded to R.E. Brokerage within 30 days of written notice of default to Cooperating Agent/Broker. Neither New Seabury Properties nor R.E. Brokerage shall have any other or further obligation to the Cooperating Broker/Cooperating Agent. In the event of any dispute as to who first procured and introduced any purchaser, R.E. Brokerage shall be the sole and conclusive arbitrator of said dispute. Further, the Cooperating Broker agrees to defend, indemnify and hold both R.E. Brokerage and New Seabury Properties harmless for an against any claims brought against either R.E. Brokerage or New Seabury Properties as a result of the actions of the Cooperating Broker and/or Cooperating Agent.

7. Before the expiration of the initial one-year registration period, the Cooperating Broker/ Agent may extend the registration period for a New Prospective Buyer by completing an "Agent Registration Extension" form attached hereto as *Exhibit B*, and MUST do so in order to extend any agency representation period for an additional 180 day period. R.E. Brokerage shall have no obligation to notify a Cooperating Agent concerning the expiration of the initial one-year registration period.
8. New Seabury Properties and R.E. Brokerage reserve the right to sell all homes developed by New Seabury Properties at any time, at any price and to any person, and to deal with purchasers directly on their own account and through any other cooperating agents or agencies. This Agreement may be terminated at any time, with or without cause, by notice in writing to the Cooperating Broker, sent by first class mail to the address specified below. Termination shall be effective upon transmittal of notice in accordance herewith.
9. This Agreement shall be binding against R.E. Brokerage only when signed by an authorized representative of R.E. Brokerage and the Cooperating Broker and represents the full and complete agreement between the parties with respect to the subject matter hereof, terminating and/or superseding all prior agreements between the parties, and shall be binding on all agents, employees and licensees of the Cooperating Broker. This Agreement may be terminated at any time by R.E. Brokerage without prior notice or compensation to any party.

Agreed to:

Date: _____

Office Name: _____

Designated Broker Name: _____

Authorized Signature: _____

Address: _____

Accepted:

Date: _____

Realty Executives of Cape Cod

Exhibit A

AGENT / SALES PERSON
CUSTOMER REGISTRATION FORM

Date: _____

Prospective Buyer (s): _____

Address: _____

Phone: _____

Prospective Buyer will be presented by the Cooperating Agent, in accordance with paragraph 2 of the "Referral Agreement" entered into by the Cooperating Broker and Realty Executives of Cape Cod.

Referring Office: _____

Referring Agent: _____

Address: _____

Phone: _____ Fax: _____

Would you like us to send a brochure to your customer on your behalf? _____

Realty Executives of Cape Cod ("R.E. Brokerage") hereby acknowledges that the above-named prospective buyer(s) of a home offered by New Seabury Properties, LLC has/will be presented to R.E. Brokerage on the date above specified by the above named referring Cooperating Broker/Agent who has heretofore signed the standard form of Referral Agreement (the "Agreement") with R.E. Brokerage. This acknowledgement and the Cooperating Agents rights with respect to compensation under the Agreement respecting this registration shall expire one (1) year from the date specified above (the "expiration date") in accordance with the Agreement. R.E. Brokerage shall not have any responsibility to notify the Cooperating Broker and/or Cooperating Agent named hereinabove concerning the expiration of this acknowledgement.

Registration Accepted by: Realty Executives of Cape Cod

Date: _____ By: _____

Exhibit B

**AGENT/SALES PERSON REGISTRATION
EXTENSION FORM**

To be completed only to extend Referral Period

Date: _____

Whereas, pursuant to the Referral Agreement (the "Agreement"), Cooperating Agent received from Realty Executives of Cape Cod ("R.E. Brokerage") an executed *Customer Registration Form*, for the New Prospective Buyer(s) named below:

_____ ; and

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

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

The undersigned Cooperating Agent requests an extension of the registration period for an additional 180 day period as approved by R.E. Brokerage. The extension period shall expire on the date set forth below. The signature of a representative of R.E. Brokerage below is sufficient to indicate assent to the extension.

Referring Office: _____

Referring Agent: _____

Accepted and approved by Realty Executives of Cape Cod

Date: _____ By: _____

Expiration of Extension Period: _____

COPIES OF THE FULLY EXECUTED FORM SHALL BE PROVIDED TO THE COOPERATING AGENT OF THE ACKNOWLEDGEMENT OF THE REGISTRATION REFERENCED ABOVE. NEW SEABURY PROPERTIES, LLC SHALL RETAIN THE ORIGINAL SIGNED FORMS.