



# Golden Treasures Real Estate

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RNC 001-011-5561-2

## Non-Exclusive Listing & Commission Agreement

**NON-EXCLUSIVE LISTING & COMMISSION AGREEMENT ENTERED INTO BY AND BETWEEN \_\_\_\_\_ IN BENEFIT OF Golden Treasures, S.A.**

**Between:**

\_\_\_\_\_ bearer of the identity card/passport \_\_\_\_\_  
\_\_\_\_\_, of legal age, domiciled and residing at \_\_\_\_\_  
\_\_\_\_\_, whom hereinafter shall be referred to as **"THE FIRST PARTY"**,  
from one party.

**And from the other party,**

**"GOLDEN TREASURES, S. A."**, corporate entity organized and existing in accordance to the laws of the Dominican Republic, with its corporate domicile and main offices located at the Municipality of Sosua, Puerto Plata Province, Dominican Republic, duly represented by its President, Mr. Edward Rivas, Dominican, of legal age, bearer of the Identity Card No. 001-0115561-2, entity that hereinafter shall be referred to as **"THE SECOND PARTY"**.

**ARTICLE ONE: THE FIRST PARTY** hereby accepts, consents and agrees that **THE SECOND PARTY** shall have the non-exclusive right to broker the sale for the selling of \_\_\_\_\_

(Hereinafter the Real Estate).

**PARAGRAPH: THE FIRST PARTY** undertakes to not grant the exclusive brokerage for the selling of the Real Estate to any other person, whether physical or corporate entity.

**ARTICLE TWO:** The Parties agree that the lowest price for the promotion of the selling of the Real Estate that has been previously described shall be either a) USD \_\_\_\_\_ per square meters or b) \_\_\_\_\_ fixed price.

**ARTICLE THREE:** The Parties further agree that in the event that the Real Estate is sold to a party brokered by **THE SECOND PARTY, THE SECOND PARTY** shall receive a sales commission consistent of (\_\_\_\_%) percent of the actual sales price.

**ARTICLE FOUR:** The payment of the sales commission shall be made by **THE FIRST PARTY** to **THE SECOND PARTY** as of the execution of the purchase of the Real Estate by the purchaser brokered by **THE SECOND PARTY**. Said payment shall be made in the fashion so notified by **THE SECOND PARTY** to **THE FIRST PARTY** in a written document delivered to **THE FIRST PARTY** at the address established in Article 8 hereof.

**ARTICLE FIVE: THE FIRST PARTY** hereby authorizes **THE SECOND PARTY** to undertake all the necessary actions for the promotion and selling of the Real Estate, including, but not limited to, the postage of signs at the Real Estate, as well as the publication of selling offers in different means of communication, among other actions.

**ARTICLE SIX:** This agreement shall have a term of six (12) months, validity term, as of \_\_\_\_\_/ 2010, and hence it shall terminate at 11:59 pm on \_\_\_\_\_/ 2011.

**PARAGRAPH:** Without detriment of the foregoing, the Parties may agree on an extension of the validity term hereof, extension that shall be expressly agreed in writing by a document executed by the subscribing parties.

**PARAGRAPH:** Any purchaser introduced by **THE SECOND PARTY** to Real Estate will remain covered by the commission agreement herein for a period of six (6) months following termination of this Agreement.

**ARTICLE SEVEN: THE FIRST PARTY** undertakes to hold **THE SECOND PARTY** harmless before any claim, responsibility and/or legal action that may be initiated against the latter with regards the Real Estate.

**ARTICLE EIGHT:** For all the purposes and legal consequences resulting hereof, including the notifications that may be required for the execution of this agreement, the parties choose domicile election at the following addresses:

**IF TO THE FIRST PARTY:** \_\_\_\_\_  
\_\_\_\_\_

**IF TO THE SECOND PARTY: GOLDEN TREASURES, S.A.**  
**Calle Pedro Clisante #12, Plaza Comercial Village Square Suite #1**  
**Sosua, Puerto Plata, Dominican Republic**

**ARTICLE NINE:** The Parties accept all the provisions contained herein, and for those provisions not provided hereby the parties remit to common law of the Dominican Republic. Likewise, the Parties hereof, expressly waive their corresponding jurisdiction, if it were different, and submit to the jurisdiction of the courts of the Dominican Republic, in the event that any differences or controversies arise with regards to the interpretation and execution hereof.

**ARTICLE TEN:** This agreement shall terminate upon the expiration of the validity term set forth in article nine hereof or upon the extension of the validity term that would have been agreed between the Parties, if applicable, in accordance to the provisions set forth in the paragraph of said article.

**PARAGRAPH:** The incomppliance of any of the provisions set forth herein may result in the anticipated termination hereof, being able the party who has suffered the incomppliance, claim for damages suffered.

Signed and executed in as many originals as parties hereto, one for each contracting party, at \_\_\_\_\_, Dominican Republic, on \_\_\_\_\_, 2010\_\_\_\_\_.

**ON BEHALF OF THE FIRST PARTY**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

**ON BEHALF OF THE SECOND PARTY**

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