

Community: \_\_\_\_\_  
Tract (Map No.): \_\_\_\_\_  
Phase/Block: \_\_\_\_\_  
Lot/Unit No.: \_\_\_\_\_  
Buyer(s): \_\_\_\_\_

## MERITAGE HOMES

### REAL ESTATE PROFESSIONAL COMMISSION ADVANCE REQUEST AND AGREEMENT

THIS REAL ESTATE PROFESSIONAL COMMISSION ADVANCE REQUEST AND AGREEMENT (this “**Request**”) is made by the undersigned Broker and Agent (collectively, “**you**”) in connection with the New Home Purchase Agreement (the “**Purchase Agreement**”) by and between MERITAGE HOMES \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Meritage**”), and the Buyer referenced above with respect to the purchase by Buyer of the Home (Lot/Unit No.) referenced above and more particularly described in the Purchase Agreement.

We at Meritage realize that there are numerous alternatives available to you when helping your clients select a home. We appreciate your bringing them to Meritage and we will continue to do our best to make the home buying process exciting and enjoyable to your clients and profitable for you.

In connection with the Purchase Agreement, you should have entered into a Broker Registration and Commission Addendum (the “**Commission Addendum**”) pursuant to which Meritage agreed to pay to you the “**Commission**” identified in the Commission Addendum, upon and subject to the terms and conditions set forth in the Commission Addendum. Although the Commission payable pursuant to the Commission Addendum is not earned and payable until the actual closing of the Home occurs in accordance with the Purchase Agreement, Meritage will consider your request that Meritage advance fifty percent (50%) of the Commission to you prior to the actual closing of the Home upon the following terms and conditions:

1. The Buyer must be in compliance with all terms and conditions of the Purchase Agreement, including, without limitation:
  - (a) The Buyer must have made all earnest money and other deposits required under the Purchase Agreement.
  - (b) All financing and other contingencies must have been satisfied and the Buyer must have satisfied all requirements for “**Loan Approval**” (as that term is defined in the Financing Addendum entered into by Buyer in connection with the Purchase Agreement) or “**Evidence of Closing Proceeds**” (as that term is defined in the Cash Purchase Addendum entered into by Buyer in connection with the Purchase Agreement”), as applicable.
2. Meritage must have commenced actual physical construction of the foundation of the Home.
3. The “**Closing**” (as defined in the Purchase Agreement) of Buyer’s purchase of the Home is not reasonably anticipated to occur within forty-five (45) days of Meritage’s receipt of this Request.
4. Notwithstanding any bonus or other commission incentive, the maximum Commission amount for which Meritage will consider advancing fifty percent (50%) will not exceed three percent (3%) of the sales price reflected in the Purchase Agreement and accompanying addenda as of the date that actual physical construction of the foundation of the Home commenced.
5. **This Request must have been fully executed by you and accepted by an authorized officer of Meritage, and Meritage must have received a complete and accurate Commission Addendum executed by you and a complete, accurate, and valid IRS Form W-9 executed by Broker.**

6. No advances will be made to Broker/Agent if acting in such capacity in a transaction for which such party is also a buyer, or for transactions derived from, or involving buyers referred to Broker/Agent through, the "List Assist" or other buyer referral program.
7. In the event that the actual Closing of the Home fails to occur for any reason whatsoever, any advance made pursuant to this Request must be immediately returned to Meritage, and Broker/Agent will not be eligible for any future advances until such prior advance has been returned to Meritage.
8. Any advance made pursuant to this request will be paid within approximately thirty (30) days following acceptance of this Request by Meritage and receipt by Meritage of all required documentation.
9. This Request, along with the other instruments referenced herein, as applicable, constitutes the entire agreement, whether written or oral, between the parties hereto with respect to the subject thereof. This Request may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The execution of this Request may be evidenced by facsimile signatures, whereupon this Request will be deemed binding upon transmittal of the facsimile.

Please note that this promotion expires on December 31, 2017, and all conditions in this Request (including, but not limited to, Meritage's receipt and acceptance of this Request and receipt of all other required documentation) must be satisfied prior to December 31, 2017 in order for Meritage to consider this Request.

**Based on the foregoing terms and conditions, the undersigned Broker/Agent hereby (a) request that Meritage advance fifty percent (50%) of the Commission upon and subject to the foregoing guidelines; (b) represent and warrant that they are in compliance with the terms of this Request and the Commission Addendum; and (c) jointly and severally promise and agree that in the event that the actual Closing of the Home fails to occur for any reason whatsoever, the undersigned will immediately pay to Meritage the amount of any advance Commission received by any of the undersigned pursuant to this Request.**

AGREED as of the last date below each party's signature:

**THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.**

**BROKER:** Signature: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

**AGENT:** Signature: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

RECEIVED (But Not Accepted):

By: \_\_\_\_\_  
 Meritage's Sales Associate Date

**NOTE: MERITAGE'S SALES ASSOCIATE DOES NOT HAVE AUTHORITY TO ACCEPT THIS ADDENDUM ON BEHALF OF MERITAGE. THIS REQUEST SHALL NOT BE EFFECTIVE AS TO MERITAGE UNLESS AND UNTIL IT IS ACCEPTED BY AN AUTHORIZED OFFICER OF MERITAGE, WHICH SHALL OCCUR ONLY IF THE FOLLOWING IS COMPLETED AND SIGNED.**

**MERITAGE'S ACCEPTANCE:**

Lot: \_\_\_\_\_ Buyer: \_\_\_\_\_ Agent/Broker Initials: \_\_\_\_\_/\_\_\_\_\_

**MERITAGE HOMES OF \_\_\_\_\_,**  
**a(n) \_\_\_\_\_**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(must be a Division President, Division Finance Department Head, or Corporate Officer)

Date: \_\_\_\_\_