

# Co-Brokerage Agreement

Co-Brokerage Agreement (the "Agreement") between Comnet Realty, Inc. (the "Broker") having a mailing address of 5850 W. Atlantic Avenue, Suite 101, Delray Beach, FL 33484 ((561) 999-0006), and \_\_\_\_\_ (the "Cooperating Broker") having a mailing address of \_\_\_\_\_, with respect to that certain proposed sale of Peachtree Plaza, 5850 W. Atlantic Ave., Delray Beach, FL 33484 (the "Property").

## BACKGROUND

Broker is the Listing Broker for the Owner of the Property. The Cooperating Broker represents a potential purchaser, \_\_\_\_\_, ("Potential Purchaser") in connection with the potential sale. Upon Broker's receipt of this Agreement signed by Cooperating Broker, and provided that the Prospective Purchaser has executed Broker's "Confidentiality Agreement", Broker will provide the Prospective Purchaser (and/or Cooperating Broker as its agent) certain information relative to the business and affairs of the Property, other information that may be pertinent to the sale of the Property, as well as additional information requested by the Prospective Purchaser, all of which will hereinafter be referred to as ("Confidential Information").

1. Commission. Subject to the terms of this Agreement, the Cooperating Broker will be entitled to a real estate commission equal to two percent (2%) of the gross sales price, (the "Commission") due and payable only at a successful closing on the Property by the Potential Purchaser. Broker agrees that its authorization to act in any brokerage capacity with respect to the sale of the Property is limited only to the Prospective Purchaser and is expressly governed by the terms of this Agreement.

2. Representations, Warranties and Agreements of the Cooperating Broker. The Cooperating Broker hereby represents and warrants to the Broker (for the benefit of Broker and Owner): (a) that it is a duly licensed Florida real estate broker and will remain so from the date of this Agreement through the date of the proposed sale.

3. Indemnity. The Cooperating Broker hereby represents to Broker (for the benefit of Broker and Owner) that it has not disclosed any information to any party except the Potential Purchaser or the subject matter thereof to any real estate broker, agent, or salesman, other than Broker, so as to create any legal right or claim in any such broker, agent, or salesman for a real estate brokerage commission or compensation with respect to the negotiation or consummation of this sale. The Cooperating Broker hereby indemnifies and holds harmless the Broker and the Owner against any claims, losses or damages (including, but not limited to, expenses for reasonable attorneys' fees and costs) for any other real estate brokerage commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the Cooperating Broker and relating to the sale. These indemnity provisions shall survive the termination of this Agreement and the sale of the Property.

4. Prevailing Party. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred in such litigation including, without limitation, attorneys' fees and costs incurred at all tribunals, including appeals. This provision shall survive the termination of this Agreement and the sale of the Property.

5. Confidentiality. Cooperating Broker will provide Prospective Purchaser with a "Confidentiality Agreement" in the form provided by Broker, and shall have the Potential Purchaser execute the Confidentiality Agreement. No Confidential Information will be furnished to Prospective Purchaser or the Cooperating Broker until the executed Confidentiality Agreement is received by Broker. The

Cooperating Broker may not make any Confidential Information available, or disclose any of the contents thereof, to any person other than the Prospective Purchaser. Broker agrees not to discuss the sale of the Property with any of the staff, personnel or tenants at the Property. In the event of a sale of the Property, Cooperating Broker shall not advertise or discuss the terms and conditions of the sale with anyone without the prior written consent of both Broker and the Owner.

6. Withdrawal of Property. The Property is offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Prospective Purchaser, or for any other reason whatsoever without notice. The Property is being offered without regard to race, creed, sex, religion or national origin.

7. Miscellaneous. This Agreement (a) may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument, (b) may be executed by electronic signature which shall, for all purposes, serve as an original executed counterpart of this Agreement upon delivery of an executed copy hereof by e mail, (c) sets forth the entire Agreement between the Broker and the Cooperating Broker regarding the subject matter hereof, (d) may not be modified except by an agreement in writing executed by the Broker and the Cooperating Broker and (e) shall be construed in accordance with and governed by the laws of the State of Florida, without application of conflicts of laws principles, and any litigation relating to this Agreement shall be in the courts of Palm Beach County, Florida. All of the recitals in the Background Paragraph above are true and correct and are hereby incorporated by reference.

If the contents of this Agreement accurately set forth our Commission Agreement, please indicate your acceptance by signing below where indicated and returning this Agreement to me along with the Potential Purchaser's executed Confidentiality Agreement.

Agreed and Accepted:

Cooperating Broker: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

Agreed and Accepted:

Broker: Comnet Realty, Inc., a Florida licensed real estate brokerage company

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

Print Name: Harry Zuker

Title: Broker / Principal

Date: \_\_\_\_\_, 2021