

BROKERS COOPERATIVE AGREEMENT

Whereas, the Listing Broker holds a valid listing (Listing Agreement) on the business and/or property known as:

The percentage commission for the sale of this business is _____* % at time of this Agreement.

(*This percentage commission may be changed between Seller and Listing Broker without further notice. –
Please check the latest rate when making an actual offer.)

Whereas, the Selling Broker has potential Buyer(s) that may be interested in this particular Business;

Whereas, each of the undersigned has the authority to enter into this Agreement without the consent or approval of any third party; and

Whereas, Listing Broker and Selling Broker intend that this Agreement apply to all officers, employees, and agents operating under the name of the Listing Broker or the Selling Broker.

Therefore, in consideration of the mutual promises of the parties and covenants contained herein and other valuable consideration, the sufficiency of which are hereby acknowledged, the Selling Broker and Listing Broker, intending to be legally bound hereto, hereby agree as follows:

1. The parties affirm the truth of their respective above recitals.
2. **If Listing Broker sells the Business to a person introduced by the Selling Broker to the Business, the total sales commission (when and if received) from such sale shall be divided as follows: 50 % to Listing Broker and 50 % to the Selling Broker.** The percentage shall include the same percentage of any retainer or similar fee previously received by Listing Broker if such retainer is credited against any commission due by reason of the Listing Agreement described above. Such percentage shall not include any separate valuation fee or other specific fees due or paid to Listing Broker that are unrelated to the commission. Both Brokers shall specifically agree that any payments due third party payments for referral fees will be deducted from the total commission before it is divided between Listing Broker and Selling Broker.
3. The Broker collecting the commission shall have the escrow attorney pay the other Broker its share immediately at the closing of the transaction.
4. Each party agrees that the listing of the Business shall be treated in a confidential manner. Selling Broker agrees to obtain the prior approval of the Listing Broker before providing copies of information sheets, financial statements, or any other documents concerning the listing to potential buyers or their agents.
5. Selling Broker agrees to obtain signatures of all potential Buyer(s) and his agents on a Buyer's Confidentiality Agreement approved by the Listing Broker and to disclose to Buyer in writing that Selling and Listing Brokers are acting as agents for the seller(s) of the Business but that there is no sub-agency relationship between the two.
6. Selling Broker agrees to obtain in advance the permission of the Listing Broker before showing the Business.
7. Selling Broker agrees to notify the Listing Broker immediately when an offer to purchase the Business is to be prepared, and agrees to use the forms and/or format for the preparation of an offer as directed by the Listing Broker. Furthermore, presentation of an offer to purchase must be made through the Listing Broker and, with the Business Owner's approval, the Listing Broker and Selling Broker may jointly present the offer.
8. Listing Broker shall hold Escrow funds or otherwise appoint an Escrow Agent.

9. The term of this Agreement shall correspond to the term of the Listing Agreement on the Business. Selling Broker agrees not to procure a listing on the Business during the term of that Listing Agreement and for a period of 2 years after the expiration of the term of that Listing Agreement without the prior written consent of the Listing Broker. Listing Broker will not directly nor indirectly initiate contact with Selling Broker's potential Buyer(s) regarding other opportunities except through the Selling Broker for a period of 2 years from the date of introduction of Listing Broker to Buyer or until Buyer purchases the Business, whichever is sooner.

10. Selling Broker shall not advertise the Business without the Listing Broker's prior written consent, including approval of the specific wording, form and content of the advertising.

11. Selling Broker may not extend the privileges of this Agreement to any other brokerage or other intermediary firm. Selling Broker may not assign this Agreement to any party, without Listing Broker's prior written consent.

12. Listing Broker makes no representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Business.

13. Listing Broker shall have sole authority to determine whether potential Buyer(s) are financially qualified to have a face-to-face meeting with the Seller(s) of the business and/or property.

14. Selling Broker shall not alter any information provided by the Listing Broker.

15. Each party agrees to share (in the same proportion as the commission is shared) all legal and related expenses for the collection of any commission due and payable by reason of the Listing Agreement described above. The Broker to receive the largest portion of the commission shall select the attorney. If both Brokers are entitled to the same amount, the Listing Broker shall select the attorney. If either party declines to pay his proportionate share of legal fees and expenses, as and when due, or to participate in such suit, such Broker shall thereby irrevocably assign to the offer Broker all right, title and interest in and to any commission which may be due concerning the listing, the Listing Agreement or any sale of such Business.

16. This Agreement represents the entire agreement between the parties as to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the parties regarding the Business and Listing Agreement. Nothing contained in this Agreement shall create or be deemed to create a relationship between Listing Broker and Selling Broker as joint venturers or partners. This Agreement does not create a sub-agency between the parties.

17. This Agreement shall be governed by and interpreted under the laws of the State of Georgia.

18. This Agreement shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties.

19. Should any provision hereof be deemed illegal or unenforceable, the remaining provisions hereof shall be given effect separately therefrom and shall not be affected thereby.

20. In the event of breach of this Agreement, the prevailing party shall be entitled to collect his reasonable attorney fees and expenses of litigation from the non-prevailing party.

21. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association by a sole neutral arbitrator in the City of Atlanta, Georgia and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be an experienced lawyer or retired judge.

The arbitrator shall have the authority to order pre-hearing exchanges of information, including and without limitation, production of requested documents, exchange of summaries of testimony or prospective witnesses, and depositions as may be necessary.

The arbitrator shall have the authority to order specific performance and to award expenses of litigation including, but not limited to, costs, witness fees (expert and otherwise), reasonable attorney fees and expenses.

The arbitrator shall apply the laws of the State of Georgia to the matters in dispute. The arbitrator shall base his decision upon the evidence and shall issue a written opinion setting forth his findings of fact and any necessary conclusions of law.

22. Special stipulations:

- a. **Selling Broker will have each prospect sign a confidentiality agreement and provide evidence of their financial capability by having them complete a personal financial statement. Prospect must fax proof that they have enough cash without needing a bank loan or pension funds.**
 - b. **Selling Broker understands that financial information should not be disclosed to prospect until they have signed a confidentiality agreement and completed a financial statement.**
 - c. **If Prospect has previously contacted Listing Broker directly, this agreement is null and void, and Selling Broker will not be entitled to any portion of the compensation received by Listing Broker. Selling Broker will have to look towards Prospect for any compensation it feels it has earned.**
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So agreed, on this _____ day of _____, 2007.

BB_REporTeam
By: **RE/PRO, INC.**
Karl Chu

By: _____
Agent of Selling Broker(Business Broker)

Listing Broker

RE/PRO, INC.
1960 DAY DRIVE, SUITE 700
Duluth, GA 30096
Office: 770.232-0808
Cell: 770.368-8888 ; fax 770-783-8585

Selling Broker

Address _____

Phone/fax _____