

Cooperating Broker Agreement

THE HUXLEY

N A P L E S

THIS COOPERATING BROKER AGREEMENT (“**Agreement**”) by and between William Raveis-Florida, LLC d/b/a William Raveis Real Estate, with an address of 750 5th Avenue South, Naples, Florida 34102 (“**Raveis**”) and _____ with an address of _____ (“**Co-Broker**”) is entered into and effective on the date it is last executed (“**Effective Date**”).

Recitals

A. Raveis is the listing broker of certain property located in Collier County, Florida, at 331 8th Street South, Naples, Florida 34102, and commonly referred to as The Huxley Naples (the “**Property**”).

B. Raveis wishes to share with Co-Broker upon the consummation of a Closing by Co-Broker’s client (“**Prospective Purchaser**”) that certain real estate commission paid by TAG 331, LLC (“**Seller**”) to Raveis upon the terms, covenants and conditions hereinafter set forth.

C. Prospective Purchaser desired to purchase one of the Property’s condominium units (the “**Unit**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. Raveis represents and warrants to Co-Broker that it is a duly licensed real estate broker in the State of Florida.

2. Co-Broker represents and warrants to Raveis that it is a duly licensed real estate broker in the State of Florida.

3. Seller has exclusively listed the Property with Raveis and has agreed to pay Raveis a brokerage commission (“**Commission**”) in the event of the sale of the Unit under the terms of Raveis’s listing agreement with Seller.

4. The term of this Agreement shall terminate on the earlier of: (a) the expiration or earlier termination of Raveis’s listing agreement with Seller for the Property or (b) the expiration or earlier termination of Co-Broker’s representation of Prospective Purchaser.

5. Raveis agrees to pay Co-Broker, and Co-Broker agrees to accept as its full and only compensation for services rendered in connection with the sale of the Property to Prospective Purchaser, _____ percent (___%) of the total purchase price if a sale is procured with the registered Prospective Purchaser set forth hereinbelow. Fifty percent (50%) of the commission owed to Co-Broker shall be paid upon the expiration of the rescission period and any other contingency in the Agreement for Purchase and Sale with the Prospective Purchaser as well as receipt and clearance of the Purchaser’s deposits equal to

30% of the purchase price in escrow; fifty percent (50%) of the commission owed to Co-Broker shall be paid no earlier than the Closing of the purchase and sale of the Unit. Any additional compensation or "bonus" offered to a Co-Broke, if any, is commission payable to a Co-Broke according to the commission payment schedule outlined in this paragraph. Any advance commission payment paid prior to the actual closing of the sale of any unit is nonrefundable and without recourse and is not subject to repayment, reimbursement, or setoff in the event any transaction fails to close for any reason.

6. Co-Broker agrees that in no event shall Raveis be under any obligation or have any liability for payment to Co-Broker of any amounts due hereunder unless, until, and to the event Raveis has unconditionally earned and received the Commission, including Co-Broker's share of such Commission, from Seller. Any decision of whether and when to institute legal proceedings against Seller for non-payment of the Commission shall be reserved to Raveis in its sole discretion.

7. Raveis is willing to make available certain information in connection with the proposed sale of the Property. As a condition to the receipt of same, Co-Broker hereby agrees to treat confidentially such information, including without limitation, studies, analyses, financial information, due diligence materials or any and all documents relating to the Property ("**Property Documents**"), or such documents prepared by Co-Broker or Prospective Purchaser and their directors, officers, employees, agents, attorneys, advisors, representatives or financing sources ("**Purchaser's Representatives**"), to the extent such documents are generated from the Property Documents.

8. Co-Broker hereby agrees that the Property Documents shall be used solely for the purposes of Prospective Purchaser's evaluation of the purchase of the Property. The Property Documents shall not be distributed to anyone outside of Co-Broker and Prospective Purchaser without prior written approval from Raveis.

9. Upon request by Raveis, Co-Broker shall promptly return any and all Property Documents without retaining a copy thereof. Notwithstanding the return of the Property Documents, Co-Broker shall continue to be bound by its obligation of confidentiality set forth herein.

10. Co-Broker acknowledges and agrees that the Property Documents include no representation or warranty from Raveis or Seller regarding their accuracy or completeness and Co- Broker hereby indemnifies and holds harmless Raveis and Seller regarding same.

11. The undersigned Prospective Purchaser agrees and acknowledges that it is acting as a principal and has had no dealings, negotiations or consultations involving the Property with any broker other than Co-Broker and Raveis.

12. Seller is a third-party beneficiary hereunder and all of the terms and conditions herein shall inure to the benefit of Seller.

13. Money damages are difficult to calculate and would not be a sufficient remedy for any breach of this Agreement and that Seller and Raveis shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach by Prospective Purchaser or Co-Broker. Such remedy shall not be deemed the exclusive remedy and shall be in addition to any and all other remedies available by law or in equity to Seller and/or Co-Broker.

14. In the event that any party institutes legal action relating to this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs, including those on appeal.

15. No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of any subsequent breach.

16. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

17. THE PARTIES HERETO WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

18. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior discussions and negotiation, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both parties hereto. This Agreement shall be binding upon the successors and assigns of the parties hereto and shall be governed by Florida law. The venue for any legal proceeding shall lie in Collier County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed as of the date referenced below the signature of the last party to sign this Agreement.

WILLIAM RAVEIS - FLORIDA, LLC D/B/A WILLIAM RAVEIS REAL ESTATE

CO-BROKER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

PROSPECTIVE PURCHASER:
