

COOPERATIVE BROKERAGE AGREEMENT

This Agreement is entered into by and between _____ of _____ (Listing Broker) and _____ of _____ (Selling Broker) concerning only the business as described below. For the consideration as hereinafter expressed, the parties hereto agree as follows:

1. Selling Broker acknowledges that Listing Broker holds a valid listing on the following described business and/or property (the Business): Listing # _____ / _____. Selling Broker acknowledges having received information about the Business from the Listing Broker.
2. The parties mutually agree that only in the event the Selling Broker, his employees or agents present a ready, willing and able purchaser under the terms and conditions provided for in the Listing Broker's listing agreement, or under any other terms and conditions acceptable to the Seller, Selling Broker shall be entitled to receive a commission, if, as, or when received by Listing Broker, in the amount of _____ Percent (____%) of such amounts received by Listing Broker net of service fees to Business Brokers Network, Inc. Finder's fees, referral fees, valuation fee, marketing fees, retainer fees or any credits deducted from commissions will be paid by the broker that agreed to the payment. This is not a shared expense.
3. The term of this Agreement shall coincide with the term of the listing agreement regarding the Business. Selling Broker will not attempt to procure a listing on the Business without the specific written consent of Listing Broker for a period of two (2) years from the date of this Agreement.
4. No commission will be due the Selling Broker if the purchaser of the Business has already been aware of the availability of the Business prior to being approached by the Selling Broker and such awareness had resulted, directly or indirectly, from the efforts of the Listing Broker, its employees, agents or cooperating brokers other than Selling Broker, including, but not limited to, advertising of any kind. No commission will be paid to Selling Broker if Selling Broker, Selling Broker's employees, agents or affiliates purchase the Business.
5. All appointments for showing the Business and gathering information from the Seller shall be handled exclusively through Listing Broker. All contact with the principals of the Business or their agents, employees, suppliers or creditors, etc., will be handled through Listing Broker.
6. Selling Broker, its agents and affiliates will not disclose the identity, availability for sale or any other information pertaining to the Business to any other parties other than qualified prospective purchasers procured by Selling Broker. Selling Broker will require any prospective purchaser to execute a "Standard Buyer's Confidentiality and Warranty Agreement" or similar agreement provided by or acceptable to Listing Broker, and will supply Listing Broker with such executed copy and with a copy of a signed personal or corporate financial statements. Listing Broker reserves the right of final approval with respect to any prospective purchaser, which approval shall not be unreasonably withheld.
7. Selling Broker will clearly disclose, in writing, to any prospective purchaser that Selling Broker and Listing Broker are acting as agents for the seller(s) of the Business.
8. This Agreement shall be governed by the laws of the State as stated in the Listing Agreement, and all sums due Selling Broker shall be payable at the offices of Listing Broker in _____ will advise _____.
9. Each party agrees to share, in the same proportion as the commission is to be shared, all legal and related expenses of collection of any commission due and payable by reason of the listing agreement described above. If either party declines to pay said proportionate share of legal expenses or related expenses, as and when due, such party shall be deemed to have assigned to the other party all right, title and interest in and to any commission which may be ultimately secured concerning the listing.

10. This Agreement is not assignable by Selling Broker. All assignments or attempted assignments by Selling Broker shall be deemed void and of no force and effect. Further, Selling Broker will not accept or solicit the cooperation of any other broker or similar party.

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

12. This Agreement constitutes the entire agreement between the parties about the Business, and there are no agreements or understandings relating to the subject matter hereof between the parties other than those set forth herein. This Agreement cannot be changed, modified or amended except in writing signed by the parties.

13. In the event any party hereto institutes legal proceedings to enforce any provision of this Agreement, the prevailing party in such proceedings shall be entitled to reasonable attorney's fees as determined by the Court in addition to all allowable court costs and expenses.

14. Both parties to this Agreement agree to cooperate fully in the sale of the Business with respect to showings, information, advertising, etc. Each party gives its covenant of good faith and fair dealing with respect to this Agreement.

Signed this ____ day of _____, 2008_.

LISTING BROKER

SELLING BROKER

Authorized Representative

Authorized Representative