



Colliers International South Florida, LLC  
200 E Broward Blvd Suite 120  
Fort Lauderdale, FL 33301 [www.colliers.com/southflorida](http://www.colliers.com/southflorida)

Attn: Elias Porras  
CCell +1 954 325 8784  
AAttn: Ronald Schagrin  
CCell +1 954 214 2279

## COOPERATING BROKER AGREEMENT (SALE) Colliers International South Florida, LLC

**THIS COOPERATING BROKER AGREEMENT** (this "Agreement") is made as of \_\_\_\_\_, 2018, by and between Colliers International South Florida, LLC and \_\_\_\_\_, ("Co-Broker") and constitutes an agreement to share any real estate commission paid by Bananco, LLC ("Seller") to Colliers International South Florida, LLC for the sale of the Cypress Creek Professional Building, 2001-2005 W. Cypress Creek Road, Fort Lauderdale, FL (the "Property") pursuant to the following terms:

- 1) Colliers International South Florida, LLC 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 Colliers International South Florida, LLC that it is a duly licensed real estate broker in the State of Florida.
- 3) Seller has exclusively listed the Property with Colliers International South Florida, LLC and has agreed to pay Colliers International South Florida, LLC a brokerage commission ("Commission") in the event of a sale of the Property under the terms of Colliers International South Florida, LLC's listing agreement with the Owner (the "Listing Agreement").
- 4) The Term of this Agreement shall terminate on the earlier of: (a) the expiration or earlier termination of Colliers International South Florida, LLC's Listing Agreement with Seller for the Property or (b) the expiration or earlier termination of Co-Broker's representation of Purchaser.
- 5) Colliers International South Florida, LLC agrees to pay to Co-Broker, and Co-Broker agrees to accept as its full and only compensation for services it renders in connection with the sale of the Property to Purchaser, **One percent, (1%)** of the total purchase price if a sale is procured with the below registered Prospective Purchaser.
- 6) Co-Broker agrees that in no event shall Colliers International South Florida, LLC be under any obligation, or have any liability for payment to Co- Broker of any amounts due hereunder unless, until, and to the extent Colliers International South Florida, LLC 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 Colliers International South Florida, LLC's sole and exclusive discretion. If Colliers International South Florida, LLC must initiate legal action to collect its Commission from the Seller, then Co- Broker shall be entitled to share in any recovery only to the extent, and in the same proportion, that Co-Broker shares in the costs of prosecuting such legal action.
- 7) This Agreement constitutes the entire agreement between Colliers International South Florida, LLC and Co-Broker and supersedes all prior discussions, negotiations, and agreements, 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 Colliers International South Florida, LLC and Co-Broker. This Agreement shall be binding upon the successors and assignees of the parties.
- 8) In the event that either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs so incurred. Each party waives the right to a trial by jury in any action arising under this Agreement.



- 9) Broker is willing to make available to you certain information in connection with the proposed sale Property on behalf of Seller. As a condition to the receipt of such information, you agree to treat confidentially any information furnished to you by Broker or Seller regarding Property, together with analyses, compilations, studies or other documents; or records prepared by you or your directors, officers, employees, agents, attorneys, advisors or representatives and financing sources "Representatives" of yours, to the extent that such analyses, compilations, studies or documents are generated from such information (collectively, "Material").
- 10) You hereby agree that the Material shall be used solely for the purposes of your evaluating the proposed purchase of the Property by you and your firm, and that such Material shall be kept confidential by you and your Representatives. You and your Representatives shall not allow any portion of the Materials to be distributed to anyone outside of your organization without prior written approval from Broker or Seller.
- 11) You shall promptly upon the request of Broker or Seller deliver to the Seller all documents furnished by Broker or its agents to you or your Representatives constituting Material, without retaining any copy thereof. Notwithstanding the return of any Material, you shall continue to be bound by your obligation of confidentiality and your other obligations hereunder.
- 12) You hereby agree not to speak with any of the tenants with regards to the property being offered for sale or discuss their business operations without the written consent of Broker or Seller.
- 13) Although Seller and its agents have endeavored to include in the Material information known to them which they believe to be relevant for the purpose of your evaluations, you understand that neither Broker nor Seller makes any representation or warranty as to the accuracy or completeness of any of the Material or any portion thereof. You agree that neither Broker nor Seller nor any of their respective officers, directors, employees, agents, attorneys, advisors, or representatives shall have any liability to you or any of your Representatives resulting from the use of the Material by you or your Representatives.
- 14) It is agreed that the undersigned Prospective Purchaser is acting as a principal and has had no dealings, negotiations, or consultations involving the Property with any broker other than Broker and the undersigned Co- Broker.
- 15) It is agreed that money damages would not be sufficient remedy for any breach of this Agreement and that the Seller shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available by law or in equity to the Seller. You expressly agree that the Seller is a third-party beneficiary hereunder and all of the terms and conditions herein shall inure to the benefit of the Seller.



Accepted:

**Colliers International South Florida,  
LLC**

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

**INSERT CO-BROKER  
INFORMATION**

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

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**PROSPECTIVE PURCHASER**

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

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Copyright © 2017 Colliers International.  
Information herein has been obtained from sources deemed reliable, however its accuracy cannot be guaranteed. The user is required to conduct their own due diligence and verification.

