

## COOPERATING BROKERAGE AGREEMENT

**RE: 13212 N. Nebraska Ave., Tampa, FL 33612**

The Ross Realty Group, Inc. (“**RRG**”) has been retained by China Family Restaurants, Inc. (“**Owner**”) as the Exclusive Listing Agent for the sale of the property identified as Frontier Travel Park located at 13212 N. Nebraska Ave., Tampa, FL 33612 (“**Property**”). The Owner wishes that all inquires and communications with respect to the sale be directed to RRG.

\_\_\_\_\_ (“**Broker**”) wishes to register with RRG the person or entity (“**Prospective Purchaser**”) listed on attached Confidentiality Agreement, and made a part of this Cooperating Broker Agreement (“**Agreement**”) as a potential purchaser of the Property. Broker is not authorized to discuss the sale of the Property with any person until Broker has received an executed copy of this Agreement, countersigned by RRG, which shall serve as authorization for Broker to discuss the sale of the Property to Prospective Purchaser only.

Upon receipt of this Agreement signed by Broker, and provided that the Prospective Purchaser has not been previously registered with or by RRG as a potential purchaser and has been determined by RRG to be “qualified” for the investment based upon both buying criteria and financial capability, RRG will provide the Prospective Purchaser certain information relative to the business and affairs of the Property, as well as other information that may be pertinent to the sale of the Property, or specific information requested by the Prospective Purchaser, all of which will be deemed and treated as confidential, and will hereinafter be referred to as the “**Offering Memorandum**”.

Broker acknowledges and agrees to the following:

1. Broker represents and covenants that Broker is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be, a duly licensed real estate Broker in the State of Florida. *Brokers’ Florida Real Estate License number is: \_\_\_\_\_*. A true and correct copy of Broker’s License is attached hereto.
2. Neither RRG nor the Owner makes any claims or assumes any responsibility for the accuracy or completeness of the Offering Memorandum. All information contained within the Offering Memorandum was furnished to RRG by others and has not been independently verified by RRG. Neither the Owner nor RRG shall have any liability for any reason to the Prospective Purchaser and/or Broker.
3. Broker and Prospective Purchaser each must sign and return the attached *Principal Indemnity and Confidentiality Statement* before RRG will release the Offering Memorandum.
4. Broker acknowledges that Owner has engaged the services of RRG by entering into a separate Exclusive Listing Agreement (“**Listing Agreement**”) and that RCG represents the Owner.
5. Broker: (1) will submit the Offering Memorandum to Prospective Purchaser in its entirety, without modification, (2) will not advertise the Property or Offering Memorandum to anyone but Prospective Purchaser without first providing an amended Exhibit A to this Agreement, which shall first be executed by both Broker and RRG; and (3) will not hold Broker out to be an agent of the Owner or a sub-agent of RRG.
6. The effective period of this Agreement (“**Term**”) shall expire ninety (90) days from the date on which RRG executes this Agreement. If negotiations are ongoing with the Prospective Purchaser at the time that the Term is set to expire, the Term shall be extended to the earlier of: (i) an additional ninety (90) days, or (ii) upon the expiration of the Listing Agreement.
7. An Offering Memorandum will not be furnished to Prospective Purchaser until this Agreement is executed by Broker, countersigned by RRG and returned to Broker, and all other conditions precedent of this Agreement have been satisfied.
8. The Offering Memorandum furnished to Broker and the Prospective Purchaser shall be the property of the Owner and RRG. The Offering Memorandum may be used by the Prospective Purchaser solely for the purpose of determining the Prospective Purchaser’s interest in the Property and may not be copied or

- duplicated by the Broker or the Prospective Purchaser without the written consent of RRG. The Offering Memorandum will be returned to RRG upon the earliest of the following events: (i) immediately upon request, (ii) when the Prospective Purchaser declines to make an offer for the Property, or (iii) when the Prospective Purchaser ceases any discussions or negotiations with respect to the Property.
9. The Broker may not make any Offering Memorandum information available, or disclose any of the contents thereof, to any person other than the Prospective Purchaser. Broker hereby agrees to be bound by all of the terms and conditions of the “*Principal Indemnity and Confidentiality Statement*” to be executed by Broker and Prospective Purchaser pursuant to Paragraph 3 of this Agreement.
  10. Broker agrees not to discuss the sale of the Property with any of the staff, personnel or tenants at the Property and to come and to otherwise comply with all terms of the *Principal Indemnity and Confidentiality Statement*.
  11. So long as this Agreement is in full force and effect and Broker is in full compliance with the terms hereof, RRG agrees to pay to Broker, and Broker agrees to accept from RRG as full and final consideration, a fee equal to Three percent (3%) minus \$250 MLS fee from the total net sales price, if applicable, (the “**Commission**”). As used herein, the term “net sales price” means an amount equal to the gross sales price received by Owner, less any costs of renovations or other capital items required by the Buyer and also less any other charges which should generally not be considered part of the sales price, but with no deductions for transfer tax, attorneys’ fees, prorations, and other closing costs paid by Owner.
  12. The calculation of the Commission shall also be subject to the following:
    - (a) Notwithstanding the provisions of Paragraph 11 of this Agreement, Broker acknowledges and agrees that the amount of any Commission due to Broker shall be subject to reduction in the event that legal fees and costs and/or court costs are incurred by RRG in the collection or recovery of the Commission or any part thereof. Broker further acknowledges and agrees that RRG shall be authorized and entitled to reduce the Commission by deducting any and all such legal fees and costs from the total Commission, and that Broker’s portion of the Commission shall be calculated based on such reduced amount. The terms and conditions of this Paragraph shall be self-operative and shall not require any further acknowledgement or approval by Broker.
    - (b) If Broker announces or has practiced a policy of paying less than a 50/50 split on co-broker transactions, RRG will pay Broker the same lesser percentage;
    - (c) It may be necessary in the judgment of RRG to alter its commission agreement with Owner as a part of the negotiations leading to consummation of the sale and RRR reserves the right to adjust the Commission paid to Broker accordingly;
    - (d) RRG may deduct marketing expenses and/or additional expenses (including those paid to a third party) incurred to facilitate the closing of the sale;
    - (e) Payment of the Commission to Broker is subject to collection from Owner and RRG’s liability hereunder shall be contingent on such successful collection;
    - (f) If, in RRG’s sole opinion, it is necessary to defer receipt of all or part of a commission from Owner, Broker will be bound by RRG’s decision and will be paid the appropriate proportionate share of the amount eventually received (including interest, if received);
    - (g) In these and any other situations where, in the judgment of RRG, the commission from Owner must be reduced, Broker acknowledges the right of RRG to solely determine the amount of commission to be received from Owner; and
    - (h) RRG may require that Broker execute a final release prior to final payment of the Commission.
  13. Broker shall not look to RRG or the Owner for the payment of any brokerage commissions, finder’s fees or other compensation in connection with the sale of the Property to the Prospective Purchaser or any other party

(whether or not consummated for any reason), except as stated herein. 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.

14. Broker warrants and represents that it is the only broker (other than RRG) who introduced the Prospective Purchaser to the Property and that Prospective Purchaser has dealt with no other broker with respect to the Property. Further, Broker agrees to indemnify and hold Owner and RRG, their successors and assigns, harmless from and against any and all liability, loss, cost, damage, or expense, including reasonable attorneys' fees, arising directly or indirectly, in whole or in part, out of any claim, demand or proceeding by anyone other than Broker for a real estate brokerage commission, finder's fee or other compensation involving the sale to the Prospective Purchaser.
15. 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 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.
16. Until the Owner directs RRG to do otherwise, RRG shall conduct all discussions and negotiations pertaining to the Prospective Purchaser's interest in acquiring the Property. Any offer and/or counteroffer, by the Owner or Prospective Purchaser, must be submitted to RRG, and RRG in turn will transmit it to the appropriate party. Prospective Purchaser may not enter upon or inspect the Property without first providing notice to RRG and obtaining RRG's consent.
17. The term "purchase", "sale" or other similar language refers to the purchase or sale of all or a portion of the Property or any interest in the Property, to the purchase and lease-back of the Property or to any joint venture, development or ownership between the Owner and the Prospective Purchaser.
18. RRG and Broker intend that the terms of this Agreement set forth the final expression of their agreement with respect to the subject matter hereof and same may not be contradicted by evidence of any prior or contemporaneous agreement. Neither this Agreement nor any amendment to or modification of this Agreement shall be valid or binding unless made in writing and signed by both RRG and Broker.

Please acknowledge your acceptance of the terms and conditions of this Agreement by executing and providing contact information where requested below and returning an original of this Agreement to:

**Elliott M. Ross, CCIM  
Ross Realty Group, Inc.  
5415 Mariner St., Suite 208  
Tampa, Florida 33609  
Phone: 813-755-6700**

COOPERATING BROKER AGREEMENT ACKNOWLEDGED AND AGREED:

**BROKER:** \_\_\_\_\_

**ROSS REALTY GROUP, INC.**

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

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

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

Elliott M. Ross, CCIM, Pres.

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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