



Robert F. Miller
Executive Vice President

CBRE, Inc.
Investment Properties
Multi-Housing Properties Group

1200 Liberty Ridge Drive
Suite 320
Wayne, PA 19087

T 610 251 5115
F 610 889 9168

Robert.f.miller@cbre.com
www.cbre.com

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Re: Broker Cooperation Agreement – Plymouth Apartments, Lansdowne, PA

Dear Broker:

Please find enclosed a Broker Cooperation Agreement and a sample letter for signature by your Prospective Purchaser. Please execute the Broker Cooperation Agreement and return the original to me. Please have your Prospective Buyer prepare and sign a letter in accordance with the sample letter on his/her letterhead. Please send the letter and Buyer Registration Agreement to me along with the Broker Cooperation Agreement.

Once I receive both documents, I will send you the fully executed Broker Cooperation Agreement.

Sincerely,

CBRE, Inc.

A handwritten signature in black ink, appearing to read "Bob", is written over the printed name.

Robert F. Miller
Multi-Housing Properties

Enclosure

BROKER COOPERATION AGREEMENT

This Agreement between CBRE, Inc. (hereinafter referred to as ("Listing Broker") and _____ (hereinafter referred to as "Cooperating Broker") constitutes an Agreement to share the real estate brokerage commission to be paid by Owner to Listing Broker for the sale of that certain real property described as:

**Plymouth Apartments
20-24 Nyack Avenue
Lansdowne, Pennsylvania**

1. Listing Broker agrees to pay to Cooperating Broker, and Cooperating Broker agrees to accept for services it rendered in connection with the sale or proposed sale of the property to the prospective buyer identified below, a commission of two percent (2.0%) of the gross sale price. This Cooperating commission shall be funded from the commission the Listing Broker actually receives from Owner. Such commission shall be payable only if that property listed above is sold during the term of this Agreement to _____ or any of its affiliates, subsidiaries, nominees or designees ("Prospective Buyer"), and only if Prospective Buyer executes and delivers to Listing Broker a letter as shown in Attachment "A".
2. Cooperating Broker agrees that in no event shall Listing Broker be under any obligation or have any liability for the payment to Cooperating Broker of any commission or part thereof earned pursuant to this Agreement unless, until and to the extent Listing Broker has received the Cooperating Broker's share of the commission from the Owner. Listing Broker shall pay the Cooperating Broker its share of amounts due hereunder as and when received from Owner. Any decision of whether and, if so, when to institute legal proceedings against Owner for nonpayment of commissions due shall be reserved to the Listing Broker's sole and exclusive discretion.
3. Cooperating Broker agrees to cooperate with Listing Broker in all respects necessary in the prosecution of claims for commissions described hereunder and to share the cost of such prosecution (including but not limited to attorney's fees and costs) in the same proportion as the commission has been agreed to be shared under this Agreement.
4. Listing Broker reserves the exclusive right to agree with Owner to modify any terms of the exclusive listing agreement, including an agreement reducing the amount of Owner's commission obligation to Listing Broker, or to terminate or cancel said exclusive listing agreement with Owner without incurring any obligation to Cooperating Broker.

5. Cooperating Broker represents and warrants that it is duly licensed as a real estate broker in the State of Pennsylvania and agrees to conduct all negotiations regarding the properties through Listing Broker and to not contact Owner except through Listing Broker.
6. Cooperating Broker understands that any information supplied to it concerning the property is confidential, and it may not be copied or distributed to anyone other than the Prospective Buyer without the Listing Broker's prior written consent.
7. This Agreement shall become effective upon its execution by both parties and shall continue until thirty (30) days after Listing Broker's Listing Agreement expires.
8. This Agreement constitutes the entire agreement between Listing Broker and Cooperating 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 Listing Broker and Cooperating Broker. This Agreement shall be binding upon the successors and assignees of the parties.

Cooperating Broker:

By: _____

Dated: _____

Listing Broker:

CBRE, INC.
Licensed Real Estate Broker

By:

Dated:

ATTACHMENT "A"

to

BROKER COOPERATION AGREEMENT

Important Note: To Be Typed on Prospective Buyer's Letterhead

Owner
C/o CBRE, Inc.
1200 Liberty Ridge Drive, Suite 320
Wayne, PA 19087-5612

**RE: Plymouth Apartments
Lansdowne, Pennsylvania**

Ladies and Gentlemen:

We represent and warrant that we are not represented by any Broker or Agent in any transaction involving the above-captioned property, except for _____.

Very truly yours,

Date: _____

By: _____
Name

CONFIDENTIALITY AGREEMENT

Fax back to:
Attention: Denise Yenchick
Fax #: (610) 889-9168



CBRE, Inc., a Delaware Corporation, has been retained as exclusive broker for the potential sale of **Plymouth Apartments**, located in Lansdowne, Pennsylvania. We are prepared to furnish you ("Prospective Purchaser" or "Purchaser") with certain material, data and information (herein referred to as the Evaluation Material) in connection with negotiations concerning a possible sale, but only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. The Evaluation Material has been prepared by CBRE for use by a limited number of parties. It does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective investors may need or desire. All projections have been developed by CBRE, or Owner and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of such parties, and therefore are subject to variation. No representation is made by CBRE or Owner as to the accuracy or completeness of the information contained herein, and nothing contained herein is, or shall be relied on as, a promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, Broker and Owner, and its employees, disclaim any responsibility for inaccuracies and advise prospective purchasers to exercise independent due diligence in verifying all such information. Further, CBRE, Owner, and its employees, disclaim any and all liability for representations and warranties, expressed and implied, contained in, or for omissions from, the Evaluation Material or any other written or oral communication transmitted or made available to the recipient. The Evaluation Material does not constitute a representation that there has been no change in the business or affairs of the property since the date of preparation of the Evaluation Material. Analysis and verification of the information contained in the Evaluation Material is solely the responsibility of the prospective purchaser.

This Evaluation Material and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Evaluation Material, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Evaluation Material or any of the contents to any other entity (except to outside advisors retained by you if necessary, for your determination of whether or not to make a proposal and from whom you have obtained an agreement of confidentiality) without the prior written authorization of Owner or CBRE, and that you will not use the Evaluation Material or any of the contents in any fashion or manner detrimental to the interest of Owner or CBRE.

Owner and CBRE each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the property and/or terminate discussions with any entity at any time with or without notice. Owner shall have no legal commitment or obligations to any entity reviewing the Evaluation Material or making an offer to purchase the property unless and until such offer is approved by Owner and the its Corporate Office, a written agreement for the purchase of the property has been fully negotiated, executed, and delivered.

Purchaser acknowledges that CBRE is acting on behalf of Owner as exclusive broker in connection with the sale, and also acknowledges that CBRE is not the agent of the Purchaser. Purchaser agrees to pay all brokerage commissions, finder's fees, and other compensation to which any broker (except CBRE) finder or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Purchaser or any of its representatives; and Purchaser agrees to indemnify and hold harmless CBRE and Owner, their respective affiliates, successors, and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney's fees arising out of any claim or claims by any broker, finder or similar agent for commissions, fees, or other compensation for bringing about any sale of the property to Purchaser if such claim or claims are based in whole or in part on dealings with Purchaser or any of its representatives.

Accepted and agreed this _____ day of _____, 2013. **Purchaser** By: _____

Please fax future real estate offerings to: Fax number: _____

Name: _____ Company: _____

Address: _____ City, State Zip: _____

Phone: _____ Email: _____

For a free, confidential analysis of your properties, check here: _____