

MASTER BROKER TO BROKER REFERRAL AGREEMENT

This agreement (hereinafter "Agreement") is entered into this ____ day of _____, 2009 by and between Downing-Frye Realty, Inc. (hereinafter "DNFR"), and

_____ (hereinafter "Broker"), with reference to the following facts:

- I. DNFR and Broker are each duly licensed to provide real estate brokerage services in the State of Florida through real estate agents and REALTORS® affiliated with their respective firms;
- II. DNFR agents provide lead incubation services to fellow real estate brokers regarding prospective homebuyers through their activities in conjunction with the technology of the Market2Buyers, LLC. (hereinafter "Market2Buyers" lead incubation system (hereinafter "Lead Incubation System");
- III. Broker employs real estate agents and REALTORS® who wish to avail themselves of the Lead Incubation System.
- IV. Each such agent or REALTOR® has requested the use of the Lead Incubation System for one or more prospective home buyers (each hereinafter "Client") during the period of time beginning with the entry of the Client's contact information in the Lead Incubation System and continuing to the successful conclusion of a real estate transaction with Client.;
- V. Broker desires to act as real estate agent for Client in listing and selling Client's existing home, if applicable, and/or locating and negotiating a home purchase; and
- VI. DNFR and Broker desire to establish a referral arrangement to facilitate Client's selling and/or purchase of a home as set forth herein;

Now therefore the parties hereby agree as follows:

1. Cross Referral of Client. Broker will transmit to DNFR on an as needed basis the names and contact information for each Client which Broker desires be processed through the Lead Incubation System for Broker. DNFR agents affiliated with the Lead Incubation System will enter such names and contact information into the Lead Incubation System and DNFR agents will monitor and service such Clients. Broker and DNFR hereby agree that the entry of the name and contact information (at a minimum an email address) into the Lead Incubation System will suffice to identify each Client covered under the terms of this Agreement. When each such Client is ready to view homes for purchase or to otherwise enter into a real estate transaction, DNFR hereby agrees to refer said Client to Broker for the purpose of enabling Broker to act as agent for Client in the listing and sale of Client's existing home, if applicable, and in locating and negotiating a home purchase. Broker, in turn, hereby appoints

_____ (“Agent”) to act as the Client’s real estate agent.

2. Access to Information. Broker agrees to provide DNFR with access (including but not limited to telephone, email, and in writing) to each Client as deemed necessary by DNFR to incubate said Client beginning with the entry of the Client’s contact information in the Lead Incubation System and continuing to the successful conclusion of a real estate transaction with said Client. DNFR shall provide Broker and Agent with web access to the current status of the lead incubation activity with regard to each such Client. DNFR shall send a report to Broker at least monthly of the names, contact information on file, and the then current status of the incubation of each Client. Broker shall notify DNFR with 72 hours of a Client’s agreement to purchase a home through Broker or to sell a home through Broker. Broker shall notify DNFR in writing of each request to add a Client or delete a Client. Such notices may occur initially via email but shall be confirmed as part of the monthly reports described in this article.

3. Referral Fee. In the event Client sells and/or acquires a property through the brokerage services provided by Broker, Broker hereby agrees to pay to DNFR a referral fee upon close of escrow, payable by the escrow holder from commissions due to Broker, equal to 25% of the listing and/or sales commissions earned by Broker for representing Client as Seller and/or Buyer (hereinafter “Fee”). DNFR shall not be entitled to any referral fee from Broker in the event Broker acts as agent for buyer in the sale of Client’s existing home, if applicable, or from listing commissions which may also be earned by Broker for acting as agent for the seller in Client’s purchase of a new home. The Fee shall be due with respect to any transaction entered into by Client making use of the brokerage services provided by Broker for a period of twenty four months following the initial entry of the Client data in the Lead Incubation System, provided however that should the Client enter into such a transaction during the first 30 days following the entry of the Client data into Lead Incubation System the Fee shall be 10%, during the next thirty days the Fee shall be 15%, and during the third thirty days the Fee shall be 20%. On or after the 90th day following the day that the Client data is entered into Lead Incubation System the referral Fee shall be the full 25%. Upon reasonable advance notice (but within 45 days of the date of any such notice), Broker shall permit DNFR from time to time, to perform or arrange to have performed an audit of that portion of Broker’s books and records which relate to the Clients. All disputes regarding referral fees shall be arbitrated at either the Greater Tampa Association of Realtors or the Orlando Regional Realtors Association at DNFR’s sole choice.

4. Prohibition Against Client Solicitation.

A. Broker and Broker’s appointed Agent acknowledge that DNFR is also in the business of assisting buyers and sellers of real estate. DNFR does not have a physical presence in Broker’s home territory and in general is not considered a direct competitor to Broker. As an inducement for Broker and Agent to enter into this Agreement, DNFR agrees not to solicit, either directly or indirectly any Clients originated by Broker with respect to real estate business.

B. Notwithstanding the above paragraph, Clients may decide of their own volition to make a purchase or to sell an existing piece of real estate in Collier or Lee counties. Collier and Lee counties are the home territory of DNFR and are not the traditional business territories of Broker. In the event that a real estate agent or REALTOR affiliated with DNFR who personally has access to data supplied by Broker does provide real estate services to a Client in Collier or Lee counties, DNFR shall pay a referral fee of 25% of the gross amount of commissions earned by DNFR with respect to such Client to Broker. No referral fee shall be due if a Client decides of their own volition to make a purchase or to sell an existing piece of real estate in Collier or Lee counties making use of services provided by one or more DNFR affiliated real estate agents or REALTORS® who personally have no access to data supplied by Broker. Upon reasonable advance notice, (but within 45 days of the date of any such notice), DNFR shall permit Broker from time to time, to perform or arrange to have performed an audit of that portion of DNFR's books and records which relate to the Clients and which detail which DNFR affiliated real estate agents and REALTORS® have access to data supplied by Broker.

5. Indemnification. DNFR and Broker shall each indemnify the other against and hold the other harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from (i) a default in the indemnifying party's obligations under this Agreement, or (ii) the wrongful, fraudulent, or negligent acts, errors, or omissions on the part of the indemnifying party, its agents, or attorneys arising out of or connected with the property sale and/or purchase transaction contemplated hereunder whether or not ultimately consummated. DNFR and Broker agree that all first party claims between each other shall be limited to the amount of the Referral Fee associated with the individual transaction.

6. Term and Cancellation. The term of this Agreement shall be 12 (twelve) months from the date first above written and shall automatically renew for subsequent 12 (twelve) month terms on each anniversary date. Either party may terminate this Agreement at any time for any reason upon 45 days written notice to the other party, provided, however, that if Broker terminates this Agreement, and Client subsequently sells and/or purchases a property through Broker where the contract pending date occurs within 210 days following the effective date of any such termination, DNFR and Broker shall each still be entitled to receive the applicable Fee provided for under 3 or 4 above.

7. Miscellaneous.

A. The headings herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

B. No waiver by either party of any breach of any provision of this Agreement shall be deemed to be a waiver of any breach of any other provision hereof.

C. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgement of any court of competent jurisdiction or other governmental body having jurisdiction, the invalidity of such covenant, condition or provision shall not invalidate any other covenant, condition or

provision herein contained.

D. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

F. All words used in this Agreement shall be construed to include the plural as well as the singular number, and words used herein in the present tense shall include the future as well as the past, and words used in the masculine gender shall include the feminine and neuter.

G. Should either party hereto bring suit in court to enforce the terms hereof, any judgement awarded shall include court costs and reasonable attorney's fees to the prevailing party.

H. The parties shall execute any documents or instruments, and do or cause to be done any reasonable act as may be necessary to carry out the terms of this Agreement.

I. Exhibits attached hereto, lists of Clients generated pursuant to Section 2 above, and addenda initialed by the parties shall be deemed by attachment hereto to constitute part of this Agreement and are incorporated herein.

J. This Agreement will not take effect unless Broker and Agent have both entered into a service agreement, in the form of the agreement attached hereto as Exhibit A, with Market2Buyers whereby Market2Buyers agrees to provide Broker and Agent with the technology needed for DNFR to provide the services described herein. Broker and Agent shall each supply a copy of said service agreement to DNFR within 5 working days.

K. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all parties thereto, notwithstanding that all of the parties are not signatories to the original or one or more counterparts.

L. Time is of the essence of this Agreement

M. This Agreement may only be amended, altered or otherwise modified by written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their signatures hereto.

DNFR

By: _____

Broker

By: _____ Broker

By: _____ Agent