

CO-BROKERAGE AGREEMENT
(the "Agreement")

SUPER STOP & SHOP ANCHORED PAD SITE, PORT WASHINGTON, NY

We have advised you that Staubach Retail Services – New England, LLC ("SRS") is acting as exclusive Agent to The Stop and Shop Supermarket Company, L.L.C. ("Owner") in connection with the possible sale of the retail property known as a Super Stop & Shop anchored Pad site, located 65 Shore Road, Port Washington, NY ("Property").

You have informed us that you, the undersigned ("Broker"), is authorized to act on behalf of the prospective purchaser(s) listed on Exhibit A (collectively, "Purchaser"), and represent that Purchaser is interested in investing in the Property and has experience and financial capabilities to undertake a transaction of this magnitude. Broker represents to SRS that Broker is the sole broker or agent of Purchaser in connection with the proposed sale.

In the event that (i) a sale is consummated by a closing and transfer of title from Owner to Purchaser at closing ("Sale"), and (ii) Owner pays to SRS a commission in accordance with SRS's agreement with Owner, SRS agrees to pay to Broker and Broker agrees to accept, as its full and only compensation for its services rendered in connection with the Sale, the co-broker percentage of 2.00% (100bps) of the gross sales price.

You agree that a commission will be deemed earned or deemed to be earned and payable only if and when all of the following conditions are met: (i) a Purchase and Sale Agreement with the Purchaser is consummated; (ii) a Sale is consummated within one hundred twenty (120) days after the Purchase and Sale Agreement is executed, and (iii) the Purchaser takes title to the Property and performs all of its obligations under the Purchase and Sale Agreement. If any of these conditions are not met, for any reason whatsoever, Broker waives any and all rights to a commission and any and all claims or demands in law or in equity in connection with the Sale and all negotiations prior thereto. Owner reserves the right to reject any proposal submitted by you or the Purchaser for any reason or for no reason, without incurring any liability. This Agreement is in effect for as long as SRS's listing agreement is in effect with the Owner.

Unless otherwise specifically directed in writing signed by Owner or SRS, all communications relating to the Information Materials or the possible sale of the Property should be directed to SRS. However, in your capacity as Broker, certain information and materials (including, without limitation, any photocopies or duplicates made thereof), referred to collectively in this Agreement as the "Information Materials," may be provided to you.

You agree to the following:

1. All Information Materials furnished to you by or on behalf of SRS or the Owner shall continue to be the property of the Owner. The Information Materials will be used by Broker solely for the purpose of reviewing the Property, in connection with Purchaser's interest only, and shall not be copied, duplicated or disclosed to anyone else without the prior written consent of Owner, or SRS. All Information Materials must be returned immediately upon SRS's request thereof.
2. Broker agrees not to contact the tenants of the Property in connection with its review of the Information Materials. Access to tenants may be made available to Purchaser during a due diligence period. Any and all questions related to the Information Materials or the Property must be directed solely to SRS.

3. Until such time as this Co-Brokerage Agreement has been executed, you shall not have any right to view the Information Materials. Even in the event this Co-Brokerage Agreement is signed, the execution of such Co-Brokerage Agreement shall not serve as authorization to Broker to send the Information Materials to other parties it believes are potential purchasers. Broker's right to view the Information Materials is strictly limited to matters relating to Purchaser. In the event Broker shall believe that it knows of other potential purchasers, then, in that event, Broker shall inform SRS in writing and SRS will determine whether or not the Information Materials will be sent to those potential purchasers. If SRS determines that the Information Materials will be sent, then SRS will send the Information Materials directly to such potential purchasers only after said potential purchasers have executed a confidentiality agreement with SRS.
4. Broker acknowledges that neither SRS, nor Owner, or any person acting on their respective behalf, has made any representation or warranty as to the accuracy or completeness of the Information Materials, or the suitability of the information contained therein for any purpose whatsoever, and any representation or warranty in connection therewith is hereby expressly disclaimed. The Information Materials provided to you are subject to, among other things, correction of errors and omissions, addition or deletion of terms, conditions, change of price or terms, withdrawal from market without notice and prior sale. You agree that neither SRS, nor Owner, or any of their respective affiliates, or persons acting on their respective behalf, shall have any liability to you resulting from the delivery to, or use by, you of the Information Materials or otherwise with respect thereto, and you agree to defend, indemnify and hold SRS, and Owner harmless from and against all loss, damage or expense including, but not limited to reasonable attorneys' fees, sustained or incurred by SRS, or Owner by reason of any unauthorized distribution or disclosure of the Information Materials by you.

By your signature on this letter, you confirm that you will not be entitled to any commission, reimbursement of expenses or other compensation of any kind except as specifically set forth herein. This letter sets forth our entire agreement, and may not be changed in any way, nor may compliance with any of the terms of this letter be waived, except in writing signed by both parties.

In addition, this agreement shall be binding on SRS only in the event that you and/or your company exclusively represent the Purchaser, or in the event you provide written documentation to SRS signed by the Purchaser, stating that it has authorized you to represent it with respect to this location. You and your firm agree to pay all brokerage commissions, finder's fees and compensation to which any broker, finder, agent or other person or entity who may be so entitled in connection with the sale of the Property to the Purchaser, except any compensation payable to SRS or any broker engaged by SRS or Owner. Furthermore, you hereby indemnify and save harmless SRS, Owner's Agent and Owner and any and all persons and/or entities directly or indirectly related to either of them, from and against any and all claims, losses, liabilities, damages, judgments, costs, expenses (including, without limitation, attorneys' fees and disbursements), commissions, fees and other compensation in connection with the sale of the Property to Purchaser, except any compensation payable to SRS or any broker engaged by SRS or Owner arising out of the acts or omissions of Broker.

Broker hereby represents to, and agrees with, SRS that its principals, partners, officers, members, employees, agents and co-brokers will be bound by this Agreement and the provisions of the preceding paragraph shall also apply with respect to claims against Owner or SRS by any such parties.

Broker and the person executing this Agreement on behalf of Broker represent that the person executing this Agreement has the authority to bind Broker to this Agreement. Broker and its agents and employees shall not reveal the terms of this transaction to any other person and recognize that such disclosure would cause the Owner and SRS serious harm for which the person making the disclosure would be liable.

Please confirm your acceptance of these terms by signing and returning this Agreement. Upon our receipt and acceptance of this Agreement, I shall have one counterpart of this letter signed by the appropriate signatory of our company and delivered to you.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____ 2008.

Brokers Information:

Company: _____

By: _____

By: _____

Signature: _____

Title: _____

Address: _____

Tel/Fax/Email: _____

Please fax agreement to 212-710-5251 (attention Christina Miller) or email scanned agreement to christina.miller@staubach.com. Make sure to include your email address above. Once the agreement is received by Christina Miller, she will email you the complete marketing package.

EXHIBIT A
Please Register your Prospective Purchaser(s)

****ALL SECTIONS MUST BE FULLY COMPLETED****

Purchaser: _____

Contact Name: _____

Company Name: _____

Address: _____

Approved By SRS

Phone: _____

Fax: _____

Email: _____

Purchaser: _____

Contact Name: _____

Company Name: _____

Address: _____

Approved By SRS

Phone: _____

Fax: _____

Email: _____

Note:

Listing a Prospective Purchaser on this page does not mean SRS has recognized Broker as representative of that Prospective Purchaser. If, and only if, SRS and Broker both execute the Co-Brokerage Agreement to which this Exhibit A is attached and SRS approves a Purchaser, will Broker be recognized by SRS as representing that party.