

Broker/Principal Confidentiality and Registration Agreement

We appreciate your interest in the potential purchase of the property commonly referred to as **Bay Breeze Apartments** located at **719, 721, & 723 Berthe Avenue, Panama City, FL. 32404** ("Property"). As a result of your interest in the Property, please acknowledge your understanding and agreement with this Confidentiality and Registration Agreement by signing where appropriate.

Seacrest Advisors, LLC ("Seacrest") has available for review certain information concerning the Property which includes brochures, offering memorandum, documents, information and any other documents and materials provided to Broker or the Registered Potential Purchaser (collectively "Confidential Information"). Seacrest will not make such Confidential Information available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this Agreement. On behalf of the Owner, Seacrest is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon Seacrest's receipt of this executed Agreement, Seacrest will consider providing the Confidential Information for the Registered Potential Purchaser's consideration in connection with a possible transaction involving the Property subject to the following conditions:

1. All Confidential Information relating to the Property and Owner, which may be furnished to the Broker and the Registered Potential Purchaser shall continue to be the property of the Owner and Seacrest. The Confidential Information will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Seacrest's written consent and must be returned to Seacrest, immediately upon Seacrest's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Confidential Information to any person or entity other than the Registered Potential Purchaser, unless Seacrest has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel, and institutional lenders ("Related Parties"), for the purpose of evaluating a potential transaction involving the Property. The Registered Potential Purchaser shall inform such Related Parties of the confidential nature of the Confidential Information and such Related Parties must agree to keep all Confidential Information strictly confidential in accordance with this agreement. The Registered Potential Purchaser shall be responsible for any violation of this Agreement by any Related Party.
3. The Registered Potential Purchaser authorizes the Broker to represent it as its broker with respect to a potential transaction involving the Property. If Registered Potential Purchaser, as defined in this Agreement, successfully purchases and closes on the Property, and provided the Property owner/seller pays Seacrest's commission in the amount stated in Seacrest's representation agreement, Seacrest shall pay Broker a fee in the amount of **one percent (1.0%)** of the total sales price ("Broker Fee"); provided, however, that if Seacrest agrees, in its sole and absolute discretion, to reduce its fee as a percentage of the purchase price prior to closing, the percentage of the total fee payable to Broker shall be proportionally reduced by the amount Seacrest's fee is reduced. Notwithstanding anything to the contrary herein, Seacrest shall not be obligated to pay Broker a Broker Fee if a Sale is not closed by a Registered Potential Purchaser. Registered Potential Purchaser hereby agrees to indemnify, defend and hold Seacrest and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses, damages, expenses, demands, suits or judgments (including reasonable attorneys' fees), arising from claims by Broker or any other party the Registered Potential Purchaser or Broker has had dealings with, excluding Seacrest, in connection with the proposed transaction. The Broker agrees it will not look to Seacrest or the Owner for any commissions, fees or other compensation in connection with the proposed transaction and the Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Confidential Information or excerpts to any other party. The Registered Potential Purchaser acknowledges that it is a principal in connection with the proposed transaction and the Registered Potential Purchaser hereby agrees that it will not look to the Owner or Seacrest for any commissions, fees or other compensation



in connection with the proposed transaction. Additionally, the Registered Potential Purchaser acknowledges that they have not had any discussions regarding the Property with any broker or agent other than Seacrest and the Broker.

4. The Broker represents and covenants that it is, and at the relevant times will be, a duly licensed real estate broker in the state the Property is located.

5. THE BROKER AND THE REGISTERED POTENTIAL PURCHASER UNDERSTAND AND ACKNOWLEDGE THAT NEITHER SEACREST NOR OWNER HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NEITHER SEACREST NOR OWNER SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE TO THE BROKER OR THE REGISTERED POTENTIAL PURCHASER, ANY OF THE RELATED PARTIES OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

6. The Registered Potential Purchaser hereby agrees to defend and hold Seacrest and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless against from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of Seacrest and Owner and their respective successors or assigns. Seacrest and Owner shall be entitled to specific performance and/or other equitable relief, including injunctive relief without the need to post any bond or other security, as remedies for any violation of this agreement by Broker or the Registered Potential Purchaser. These remedies shall not be exclusive remedies but shall be in addition to any and all other rights and remedies available to Seacrest or Owner at law or in equity. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State Florida in the county where the Property is located, without giving effect to principles of conflicts of laws. This Agreement may be signed in counterparts. The transmittal of signed counterparts by e-mail in pdf or similar form shall be as fully effective and binding as the delivery of originals.

7. The Broker and the Registered Potential Purchaser acknowledge that the Property have been offered 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 any prospective purchaser, or for any other reason whatsoever, without notice. Broker and the Registered Potential Purchaser acknowledge that the Property is being offered without regard to race, creed, sex, religion or national origin.

8. If Seacrest has already received an expression of interest from, or has entered into discussions with, the Registered Potential Purchaser identified by Broker, or the prospective Registered Potential Purchaser has been referred to Seacrest by another source, Seacrest shall notify Broker of this fact in writing within three (3) business days of receipt of Broker's disclosure and Broker shall not be entitled to a Broker Fee. In the event Broker fails to register a prospect, or Registered Potential Purchaser is a related entity, such as, but not limited to, a family member, asset manager, property manager, attorney, vendor, business associate or partner to Broker or it's Agents, Broker shall not be entitled to a Broker Fee.

9. Unless expressly stated otherwise herein, the restrictions and obligations of this Agreement shall terminate upon the earlier of (a) consummation of the Contemplated Transaction or (b) six (6) months from the Effective Date.



If in agreement with the foregoing, please return a fully executed copy of this agreement to Andrew Green by email: andrew.green@seacrestadvisors.com. Registrations with missing or incomplete information will not be accepted.

REGISTERED BROKER:

ACCEPTED AND AGREED ON _____

Signature _____

Print Name _____

Title _____

Company _____

Street Address _____

City, State Zip _____

Phone _____

Email _____

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED ON _____

Signature _____

Print Name _____

Title _____

Company _____

Street Address _____

City, State Zip _____

Phone _____

Email _____