



The Keyes Company
Confidentiality Agreement
With Co-Broker

Confidentiality Agreement

BROKER: The Keyes Company ("KEYES").

CO-BROKER: _____ of _____ ("Co-Broker").

OWNER: Laniece Labranche, PR Estate of Robert E Labranche ("Owner").

PROPERTY: 321 NW 37 St. Miami FL 33127-3139 ("Property").

Co-Broker has contacted KEYES regarding its interest in a possible transaction involving the purchase of the Property which KEYES is marketing on behalf of Owner.

Co-Broker has requested from KEYES and KEYES is prepared to provide Co-Broker with certain proprietary and confidential information concerning the Property, (collectively, such proprietary and confidential information, together with the results of any inspection conducted at the Property, the "Information"). We have advised Co-Broker, and it acknowledges, that any unauthorized disclosure of such Information or your interest in purchasing the Property to employees of the Owner or members of the public would have seriously damaging consequences to KEYES and its client.

A. Co-Broker agrees:

1. Not to copy or disclose to anyone any of the Information, in whole or in part, nor will Co-Broker disclose its interest in purchasing the Property, to any employee of the Owner or any other member of the public without the prior written consent of KEYES and the Owner.
2. Not to discuss the Information with any city, county, or other governmental official or representative, any tenant, any employee of the property manager of the Property, or the mortgagee of the Property, or to seek to gain access to any non-public areas of the Property, without the prior written consent of the Owner.
3. To make the Information available only to those of your employees, representatives, agents, attorneys and consultants that are actively involved in the evaluation of the possible acquisition of the Property.
4. To notify each such employee, representative, agent, attorney or consultant who may be provided access to the Information of the confidential nature of the Information and the terms of this agreement.
5. That remedies at law may be inadequate to protect against a breach or threatened breach of this agreement and that, accordingly, in addition to any other remedy to which the client may be entitled by law or in equity, Co-Broker agrees that Owner shall be entitled to an injunction to prevent any breach of this agreement by Co-Broker or its employees, representatives, agents, attorneys or consultants without proof of actual damages.
6. To be responsible for any violation of this agreement, including by any third party, and will reimburse each of KEYES and Owner for all costs and expenses, including



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attorneys' fees, incurred in enforcing your obligations hereunder.

7. That neither KEYES nor the Owner makes any representation or warranty as to the accuracy or completeness of the Information to be provided, or the condition of the Property.
 8. That neither KEYES or the Owner, or any person acting on behalf of either one of them, shall have any liability to Co-Broker resulting from the delivery to or use of the Information by you. You must complete your own investigation and analysis of the Property. Co-Broker agrees to waive and release KEYES and the Owner from any claims based on or arising out of the Information provided.
 9. That Co-Broker is not an agent of any other party in connection with the potential acquisition of the Property, and Co-Broker agrees to indemnify each of KEYES and the Owner from and against any and all claims, causes of action, damages, suits, demands, liabilities, fines fees, costs and expenses (including attorneys' fees) of any kind relating to the Property resulting from your actions or failures to act. Neither KEYES nor Owner is offering any compensation to Co-Broker or any co-broker and, unless otherwise agreed to in writing, Co-Broker will be responsible for compensating any co-broker. Any co-broker working on behalf of or with Co-Broker shall be deemed a representative hereunder.
 10. That if Co-Broker declines to make an offer for the Property, or otherwise terminate discussions or negotiations with respect to the Property, Co-Broker will return or destroy the Information and any copies of any part of it.
- B. This Agreement shall be governed by the laws of the State of Florida.
 - C. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof, and any additions or modifications to this agreement must be made in writing and signed by all parties.
 - D. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.
 - E. The parties may execute and exchange by telephone facsimile or email counterparts of the signature pages which shall be deemed original signatures for all purposes.
 - F. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.

CO-BROKER

By: _____
Name:

Date: _____

Title: _____

THE KEYES COMPANY

By: Steve C Epstein
Steven C Epstein P.A.

Date: 12/05/2023



The Keyes Company
Exclusive Client Registration
Agreement With Owner

Cooperating Broker Registration Agreement

Prospective Buyer Information:

Name: _____ ("Prospective Buyer")

Address: _____

I/we Do NOT need full info, just full name/entity name, City & State or City & Country of origin above

Telephone: N/A Facsimile: N/A E-Mail: N/A

It is NOT my/our intention to "poach" your customers/clients, I/we cooperate with all duly licensed brokers

Property Information:

Name: 321 NW 37 St Miami, FL 33127 "Billboard Lot" ("Property")

Address: 321 NW 37 St. Miami FL 33127-3139

BAY VISTA PK PB 5-47 LOT 22 BLK 44 & 15FT OF ALLEY LYG N & ADJ CLOSED PER ORD 13492 LOT SIZE 5750 SQ

Cooperating Broker Information:

Name: _____ ("Cooperating Broker")

Address: _____

Telephone: _____ Facsimile: _____ E-Mail: _____

Broker Firm Information:

Name: The Keyes Company ("Brokerage Firm")

Address: 250 S. Australian Ave., Suite 1201, West Palm Beach, FL 33401

Telephone: 305-546-5132 Facsimile: 786-464-9168 E-Mail: StevenEpstein@keyes.com

Seller:

Name: Laniece Labranche, PR ("Seller")



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1. Exclusive Representation.

- a. Prospective Buyer agrees that the Cooperating Broker specified above is its sole and exclusive brokerage firm or agent for the disposition of the Property.
- b. Cooperating Broker has not associated with any other brokerage firm or agent in connection with the disposition of the Property.

2. Conditions To Be Fulfilled.

- a. The commission payable by Brokerage Firm pursuant to this Agreement shall be paid solely to the Cooperating Broker. Cooperating Broker shall be entitled to a commission from the disposition of the Property if and only if all conditions of this Agreement are met, including without limitation, all of the following:
 - i. Cooperating Broker must register the Prospective Buyer with Brokerage Firm. Registration requires the Cooperating Broker and Prospective Buyer to complete and submit this Agreement to Brokerage Firm. This Agreement must be sent under the cover of the Prospective Buyer's stationery and bear the signature of the Prospective Buyer acknowledging the Cooperating Broker as its sole and exclusive brokerage firm for the disposition of the Property;
 - ii. The Cooperating Broker must show the Property to the Prospective Buyer;
 - iii. The Property must be sold to the Prospective Buyer.
 - iv. Cooperating Broker shall not have any direct or indirect interest (whether financial or otherwise) in the Prospective Buyer's business or person; and
 - v. The disposition shall be consummated in accordance with the terms and conditions of this Agreement.
- b. Without limiting the foregoing, Cooperating Broker specifically understands and agrees that this Agreement constitutes the sole agreement between Broker and Cooperating Broker and there shall be neither additional commissions paid, nor any other compensation for any disposition of the Property to the Prospective Buyer.

3. Commission.

- a. The rate of commission payable to the Cooperating Broker for the disposition of the Property shall be an amount equal to percent (%) of the Gross Purchase Price.



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- b. Notwithstanding any provision to the contrary contained in this Agreement, Cooperating Broker shall in no event receive, or be entitled to receive, a commission greater than \$_____.
- c. If for any reason the disposition of the Property is not consummated, the Cooperating Broker shall not be entitled to any brokerage fees, commissions or any other compensation hereunder for any services rendered or any expenses paid and incurred by Cooperating Broker.

4. Reduction of Commission for Amounts Payable from Other Sources.

- a. Any commission or fee payable to Cooperating Broker hereunder shall be reduced by an amount equal to any commission, fee or other compensation or remuneration directly or indirectly paid or payable to Cooperating Broker by any person or entity.

5. Cooperating Broker Licensed.

- a. Cooperating Broker represents that it is a duly licensed real estate brokerage firm in the state within which the Property is located.

6. Third Party Beneficiary.

- a. Seller is a third party beneficiary of this Cooperating Broker Registration Agreement.

7. Acceptance of Offer.

- a. Seller will respond formally within fifteen (15) days of Prospective Buyer's offer submission. Seller reserves the right to:
 - i. Negotiate further with any Prospective Buyer in Seller's sole discretion;
 - ii. Accept or reject any offer as-is;
 - iii. In the case of multiple, competitive offers, solicit best and final offers; and
 - iv. Request credit information Seller deems necessary to determine at Seller's sole discretion the Prospective Buyer's ability to perform under the financial obligations of the purchase contemplated.
- b. No offer is considered accepted until the offer has been approved by Seller. Offers are not binding unless and until a fully negotiated agreement of sale has been executed by authorized representatives and delivered to both Seller and the Prospective Buyer.



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8. Indemnify and Hold Harmless.

- a. Cooperating Broker hereby agrees to indemnify and hold harmless Seller and Brokerage Firm from and against any and all claims, causes of action, suits, liabilities, damages, expenses, and costs, including without limitation, reasonable attorneys' fees, asserted or threatened by, arising from or relating to any Brokerage Firm, agent, and finder (including Cooperating Broker's associates) who claims to be acting by or through the Cooperating Broker in connection with Cooperating Broker's efforts to dispose of the Property. This indemnification obligation shall survive the termination or expiration of this Agreement.

The parties hereto have executed this Cooperating Broker Registration Agreement as of the date(s) set forth below.

Prospective Buyer:

BY: _____
Name:

DATED: _____

Title: _____

Cooperating Broker:

BY: _____
Name: Steven C Epstein, P.A.

DATED: _____

Title: _____

Cooperating Broker's License Number and State of Licensure

Broker Firm:

BY: Steve C Epstein
Name:

DATED: 12/05/2023

Title: Broker-Realtor

BK348217 Florida
Broker's License Number and State of Licensure