



## CONFIDENTIALITY, NONDISCLOSURE & CO-BROKER COMPENSATION AGREEMENT

This Agreement (the “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by and among the undersigned Recipient / Prospective Purchaser (“**Purchaser**”), the undersigned Co-Broker (“**Co-Broker**”), and WLC, LC d/b/a NAI Miami – Fort Lauderdale (“**Provider**”). Purchaser, Co-Broker, and Provider are each a “**Party**” and collectively the “**Parties**.”

### RECITALS

Provider controls or represents ownership interests relating to a potential sale, ground lease, investment, or development of a multi-parcel land assemblage located in Broward County, Florida, generally known as: ‘**North Dixie Highway – Oakland Park Assemblage** (the “**Property**”).

Purchaser desires to evaluate the Property. Co-Broker represents Purchaser in connection therewith. Provider is willing to furnish Confidential Information **only** on the terms set forth in this Agreement, which includes confidentiality obligations and a co-broker registration / compensation provision.

#### 1. Confidentiality & Permitted Use

Purchaser and Co-Broker will hold all **Confidential Information** in strict confidence and will use it solely to evaluate a possible acquisition, investment, joint venture, or other transaction involving the Property. Neither Purchaser nor Co-Broker may disclose Confidential Information to any Person other than their internal Agents who have a need to know and are bound by confidentiality obligations at least as protective as those herein. Purchaser and Co-Broker are jointly and severally responsible for compliance by their Agents.

Definition of **Confidential Information** is the same as in the Principal-Only NDA above and is incorporated herein by reference (full language may be appended as Exhibit A, if desired).

#### 2. Registration of Co-Broker

Co-Broker hereby registers Purchaser as its client for the Property as of the Effective Date. Co-Broker represents and warrants that Purchaser has executed this Agreement and that Co-Broker is the **procuring cause** of Purchaser’s interest in the Property. Co-Broker agrees to promptly provide any supplemental registration forms reasonably requested by Provider.

#### 3. Brokerage Compensation (2.5%)

**a. Commission Amount.** Subject to Closing (defined below) on any interest in the Property by Purchaser (or an affiliate, assignee, or entity in which Purchaser holds an interest), **Provider agrees that a co-broker commission equal to two and one-half percent (2.5%) of the Gross Purchase Price** shall be paid to Co-Broker at Closing, provided all terms herein are satisfied.

**b. Gross Purchase Price** means the total consideration paid or payable for the Property (or any part thereof) at Closing, including cash, note, assumed debt, and any other

non-cash consideration stated at face or agreed value.

**c. Payment Source.** Commission shall be paid out of Seller-side brokerage fees pursuant to Provider's listing agreement or a separate commission instruction at Closing. If no such instruction exists, the Parties will execute one prior to Closing.

**d. Earned at Closing.** No commission is earned unless and until the transaction closes and consideration is transferred.

**e. Partial Conveyances.** If Purchaser acquires less than the entire assemblage, the 2.5% applies to the Gross Purchase Price allocable to the portion acquired.

**f. Tail Period.** If Purchaser (or affiliate) closes on the Property within **twelve (12) months** after receiving Confidential Information under this Agreement, the commission protection to Co-Broker shall apply. (Modify as negotiated.)

#### **4. Cooperation; No Other Brokers**

Purchaser and Co-Broker warrant that **no other broker, finder, or agent** is entitled to a commission or fee in connection with the Property except Provider and Co-Broker. Purchaser agrees to indemnify Provider against claims by any unregistered brokers engaged by Purchaser.

#### **5. Return / Destruction of Confidential Information**

Upon Provider's request, Purchaser and Co-Broker shall return or destroy all Confidential Information (see Section 3 of Principal NDA for full language). One archival copy may be retained for compliance.

#### **6. Compelled Disclosure**

If Recipient is legally required (by subpoena, court order, or regulatory demand) to disclose any Confidential Information, Recipient shall give Provider prompt written notice (to the extent legally permitted) to allow Provider an opportunity to seek a protective order or other remedy. Recipient shall cooperate reasonably in such efforts. If disclosure is ultimately required, Recipient may disclose only that portion legally compelled.

#### **7. No Warranty; Independent Verification**

All materials are provided **as is** without warranty. Purchaser must rely on its own due diligence.

#### **8. Remedies; Fees**

Unauthorized use or disclosure causes irreparable harm. Provider is entitled to injunctive relief plus legal damages. Prevailing Party recovers attorneys' fees, expert fees, and costs.

#### **9. Term; Survival**

Confidentiality survives 2 years; commission protection survives through the tail period defined in §3(f) and through Closing of any transaction triggered during that period.

## 10. Governing Law; Venue

Florida law; exclusive venue in Broward County, Florida (state or federal courts).

## 11. Entire Agreement; Amendments

This Agreement (including any attached exhibits, commission instructions, or addenda) constitutes the entire understanding regarding confidentiality, registration, and commission in relation to the Property. Amendments must be in a writing signed by all Parties.

### SIGNATURES – CO-BROKER NDA

#### Prospective Purchaser:

Print Name:

Signature:

Company:

Address:

Telephone:

Email

#### Co-Broker 2.5% Compensation:

Name/Date

Signature

Company

Address:

Telephone:

Email:

#### NAI Miami – Fort Lauderdale

Print Name:

Signature:

Company:

Address:

Telephone:

Email