



## CONFIDENTIALITY & REGISTRATION AGREEMENT

Daniel Nelson of RE/MAX ("Listing Broker") is exclusively retained by the owner of the property defined herein ("Owner") and is acting as Owner's agent for the property known as 12119 and 12123 US-19 N. Parrish, Florida 34219 (collectively, the "Property"). Owner shall pay all fees due Listing Broker in connection with the Property, pursuant to a separate agreement. All registrations are subject to and conditioned by the following:

1. Confidential information in the offering memorandum (if provided) will not be used by the undersigned potential purchaser ("Potential Purchaser") in any way that is detrimental to Owner or Listing Broker.
2. Listing Broker has available for review certain information concerning the Property, which includes information available to the public as well as specially prepared or private information ("Property Information"). Listing Broker will not make such Property Information available to Potential Purchaser until Potential Purchaser has executed this Confidentiality and Registration Agreement ("Agreement"). Upon the receipt of this Agreement, properly executed by Potential Purchaser, Listing Broker and Owner will have the option, in their sole and absolute discretion, to accept or reject the registration of Potential Purchaser. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
3. Potential Purchaser will use the confidential information solely to evaluate the acquisition of the Property and solely for Potential Purchaser's own use or the use of Potential Purchaser's employees, advisors, lenders, or consultants assisting in Potential Purchaser's evaluation.
4. Potential Purchaser agrees to defend, indemnify and hold Owner and Listing Broker harmless from and against all loss, damage, or expense sustained or incurred by Owner or Listing Broker by reason of any unauthorized distribution or disclosure.
5. Potential Purchaser or Potential Purchaser's employees or agents will not, without the prior written consent from Owner, contact any tenant, property manager, lender, or Owner of the Property.
6. Listing Broker represents Owner, and all negotiations will be conducted through Listing Broker.
7. Information has been prepared by Listing Broker and does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that Potential Purchaser may need or desire. No representation or warranties are made by Listing Broker or Owner as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the Property. Potential Purchaser understands these materials are subject to errors, omissions, and changes.
8. Each party (the "Indemnifying Party") warrants that, except for Daniel Nelson, a licensed Florida real estate broker, (the "Broker"), such Indemnifying Party has dealt with no other real estate agent or broker in connection with the transaction contemplated by this Agreement in such a manner as to obligate the other party for a commission.
9. Upon execution of this Agreement and Potential Purchaser, if one has been registered, hereby agree that Co-Broker's authorization to act in any capacity with respect to the potential transaction is limited

to Potential Purchaser. Listing Broker is not offering a sub-agency relationship to Co-Broker. Co-Broker further agrees not to discuss or distribute the confidential Property Information or excerpts regarding such Property Information to any other party and will otherwise be bound by the terms hereof.

10. Potential Purchaser agrees that this Agreement shall a) not expire from the acceptance of this Agreement by the Listing Broker, b) termination of the listing agreement between Owner and Listing Broker and corresponding protection period, c) sale of the Property, d) upon written notification from the registered Potential Purchaser, e) at such time registered Potential Purchaser terminates Co-Broker as its exclusive agent by written notice or by appointing another broker to act as its exclusive agent.

11. The Potential Purchaser acknowledges that the Property is being offered for sale subject to withdrawal in all or part from the market, change in offering price and/or terms, prior sale or rejection of any offer because of the terms offered, or for any other reason whatsoever, without notice. Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

12. Potential Purchaser acknowledges that Listing Broker and Owner expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property offering. Owner shall have no legal commitment or obligation to any entity reviewing the Property Information or making an offer to acquire the Property unless and until a written agreement for such acquisition has been fully executed, delivered and approved by Owner and any conditions or obligations to Owner thereunder have been satisfied or waived.

13. Potential Purchaser is represented by \_\_\_\_\_ and shall be paid a Co-Brokers commission identified in the Brokers Exclusive Right to Sale Listing Agreement.

ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_.

**Potential Purchaser**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email