



Thank you for your interest in the **Florida Space Coast Investment Portfolio**. The Offering Memorandum and other due diligence documents are being hosted with Real Capital Markets. We are offering a cooperating broker fee and invite all qualified offers. Please register your principal with the attached CA and we will give you access to the virtual deal room.

We look forward to discussing the opportunity with you soon.

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Attn: Joe Rossi or Scott Brenner
E-mail: joe.rossi@colliers.com or scott.brenner@colliers.com

CONFIDENTIALITY AND REGISTRATION AGREEMENT

We appreciate your interest in the potential purchase of the property commonly referred to as The Melbourne Portfolio and located at Hibiscus Professional Center – 129 W. Hibiscus Boulevard, Melbourne, FL 32901, Rivercrest Professional Center – 3440-3594 N. Harbor City Boulevard, Melbourne, FL 32935, Centre at Suntree – 6300 N. Wickham Road, Melbourne, FL 32940, Melbourne Corporate Center – 1775 W. Hibiscus Boulevard, Melbourne, FL 32901, and Imperial Plaza – 6765-6769 N. Wickham Road, Melbourne, FL 32940 (the “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. Colliers International Florida, LLC has been retained on an exclusive basis by the Property Owner (“Owner”) and is acting as Owner’s/Seller’s agent. All fees due to Colliers International in connection with the Property shall be paid by the Owner.

Colliers International has available for review certain information concerning the Property which includes information available to the public as well as specially prepared information (collectively, “Property Information”). Colliers International will not make the Property Information available to the Broker (“Broker”) and/or Potential Purchaser until the Broker and/or Potential Purchaser have executed and delivered this Agreement. Broker shall not disclose any of the Property Information to any person or entity which has not executed this Agreement, and which has not been registered and approved by Colliers International and/or the Owner. Upon acceptance and approval of registration, the Potential Purchaser may disclose the Property Information to its attorneys and other professionals, employees and institutional lenders (collectively, “Related Parties”) to the extent necessary and reasonable for the purpose of evaluating the Property Information. This Agreement shall be deemed to apply to such attorneys and professionals, and the Potential Purchaser shall be responsible and liable for assuring their compliance with the terms of this Agreement. Upon the receipt of this Agreement, properly executed by the Broker and/or Potential Purchaser, Colliers International and the Owner will have the option, in their sole and absolute discretion, to accept the Potential Purchaser or reject registration of the Potential Purchaser. All accepted registrations will be subject to the following conditions:

1. The Broker and Potential Purchaser hereby acknowledge and agree that a 0.5% co-brokerage commission is being offered from Colliers International to the Broker. No other commission, finder’s fee or compensation will be due from or payable by the Owner or Colliers International to Broker or Prospective Purchaser in connection with the negotiation of any agreement or any transaction involving the Property and the Prospective Purchaser or its affiliates, assignees, successors or nominees or involving any other party and that Broker shall look only to the Prospective Purchaser for other commissions, fees, or other compensation therewith and hereby waives the right to make any claim therefore against Owner or Colliers International.
2. The Broker and Potential Purchaser agree they will not discuss any or all of the Property Information with any other party other than the Potential Purchaser and Related Parties and that it will not distribute the Property Information or excerpts to any other party.
3. The Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property. Additionally, the Potential Purchaser acknowledges that it has not had any discussions regarding the Property with any broker or agent other than Colliers International and the Broker.
4. The Broker represents and covenants that it is currently, and at the time of the consummation of any sale of any or all of the Property to the Potential Purchaser, a duly licensed real estate broker.

5. The Broker and Potential Purchaser understand and acknowledge that Colliers International and the Owner do not make any representation or warranty as to the accuracy or completeness of the Property Information and that the information used in the preparation of the Property Information was furnished to Colliers International by others and has not been independently verified by Colliers International and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Colliers International nor the Owner shall have any liability for any reason to the Broker or the Potential Purchaser or Related Parties resulting from the use of the Property Information.
6. The Broker and Potential Purchaser acknowledges that the Property has been offered for sale 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 Potential Purchaser, or for any other reason whatsoever, without notice. Broker acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
8. This Agreement represents the entire Agreement between the Owner, Colliers International, Broker, and Potential Purchaser relating to the receipt, use and disclosure of the Property Information. This Agreement shall apply to and be binding upon the Broker and Potential Purchaser and their directors, officers, employees, agents, successors and assigns. The representative signing this Agreement represents that he and/or she is fully authorized to enter into the terms and conditions of this Agreement to legally bind the appropriate parties.

If in agreement with the foregoing, please return an original signed copy of this Agreement to Colliers International, attention: Joe Rossi, CCIM, e-mail: joe.rossi@colliers.com, or Scott Brenner, email: scott.brenner@colliers.com or fax this form to (407) 843-4485. Hard copies available upon request.

BROKER

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20____.

_____(Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX: _____

E-MAIL: _____

POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 20____.

_____(Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX: _____

E-MAIL: _____