

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.

The undersigned Registered Potential Purchaser (the "Registered Potential Purchaser") has advised Seacrest Advisors, LLC ("Seacrest") that you wish to obtain certain information concerning the Property (defined below) which includes brochures, offering memorandum, rent rolls, financial information, information, documents and all other documents and materials (written or oral) provided to the Registered Potential Purchaser (collectively "Confidential Information"). Seacrest has been authorized by the owner (the "Owner") of the Property to forward certain Confidential Information to the undersigned in connection with the potential sale of the land and building(s). The Owner has indicated that all inquiries and communications with respect to the Property be directed to Seacrest.

Seacrest will not make such Confidential Information available to the Registered Potential Purchaser unless and until the Registered Potential Purchaser has executed this Agreement. 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 Registered Potential Purchaser shall continue to be the property of the Owner and Seacrest. The Confidential Information will be used by the Registered Potential Purchaser solely for the purpose of evaluating the proposed transaction 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. Registered Potential Purchaser will not disclose the Confidential Information to any person or entity, 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 represents that it has not dealt with any broker or finder, other than Seacrest, in connection with the Property, and the 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 any party alleging to have dealt with the Registered Potential Purchaser in connection with the proposed transaction. The Registered Potential Purchaser agrees it will not discuss the Property with any other party 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. Seacrest will not pay a fee to any member or entity related or affiliated to principal.
4. THE REGISTERED POTENTIAL PURCHASER UNDERSTANDS AND ACKNOWLEDGES 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 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.

5. The 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 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 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 of Florida, USA, 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.
6. The Registered Potential Purchaser acknowledges 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. Registered Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

If in agreement with the foregoing, please return a fully executed copy of this agreement to Andrew Green by email: andrew.green@seacrestadvisors.com.

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO ON _____.

Signature _____

Print Name _____

Title _____

Company _____

Street Address _____

City, State Zip _____

Phone _____

Email _____