



## BROKER CONFIDENTIALITY & REGISTRATION AGREEMENT

KW COMMERCIAL/KELLER WILLIAMS CAPITAL REALTY – Lysis Castro, PA (“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 LAKE LUCIEN OFFICE BUILDING, 2201 LAKE LUCIEN WAY, MAITLAND, FL 32751 (“Property”). All registrations are subject to and conditioned by the following:

1. Confidential information in the offering memorandum will not be used by the undersigned registrant (“Registrant”) 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 (“Confidential Information”). Listing Broker will not make such Property Information available to Registrant until Registrant has executed this Confidentiality Agreement (“Agreement”).
3. Registrant will use the Confidential Information solely to evaluate the acquisition of the Property and solely for Registrant’s own use or the use of Registrant’s employees, advisors, lenders, or consultants assisting in Registrant’s evaluation. Registrant 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.
4. Registrant or Registrant’s employees or agents will not, without the prior written consent from Owner, contact any tenant, property manager, lender, or Owner of the Property.
5. Listing Broker is contracted with the Owner in an exclusive representation agreement. All communications between the Principal Buyer and Owner or any of the Owner’s representatives shall be conducted only and directly through the Listing Broker. The Owner of the subject property, its lenders, ground lessor, partners, attorney, tenants, employees or any representatives, are not to be contacted, directly or indirectly by the Principal Buyer or Buyer’s employees, investors, partners, or broker without prior written authorization the Listing Broker. Any such contact shall be considered a breach of contract.
6. Confidential 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 Registrant 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. Registrant understands these materials are subject to errors, omissions, and changes.
7. Potential Purchaser hereby authorizes \_\_\_\_\_ as Cooperating Broker (Co-Broker) (if blank, it is acknowledged that no Advisor/Broker/Agent is involved) to represent you as your real estate Advisor/Broker/Agent/ with respect to the possible transaction of the Property(s). However, failure to designate a Cooperating Broker (Co-Broker) in this Agreement will be interpreted by all parties to this Agreement that no Cooperating Broker (Co-Broker) has been chosen to represent you in this possible transaction (see Cooperating Broker (Co-Broker) Registration Section).
8. Listing Broker is offering a co-brokerage fee of **two percent (2.0%)** of the final sale price to Cooperating Broker (Co-Broker) at closing. If, however, the commission being paid to the Listing Broker gets reduced by the Seller, Cooperating Broker agrees to take a reduction in the same proportion as the revised/reduced amount being paid to the Listing Broker.

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9. If Registrant is a broker, Listing Broker is not offering a sub-agency relationship or sub-agency fee and requests that you act as either a transactional broker or represent the buyer. Please do not hold yourself out to be the agent of the seller or sub-agent of Listing Broker.

10. This agreement shall be governed and construed in accordance with the laws of the State of Florida. Principal agrees that this Agreement shall expire on the earlier of a) Two (2) years from the acceptance of this Agreement by the Listing Agent, b) termination of the Listing Agreement and protection period, c) sale of the Property(s), d) upon written notification from the registered Principal, e) at any time registered Principal terminates Participating Broker as agent by written notice or by appointing another broker to act as its exclusive agent.

11. The Registrant 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. Registrant acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin.

12. Registrant 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.

**POTENTIAL PURCHASER REGISTRATION**

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

Potential Purchaser: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**COOPERATING BROKER (CO-BROKER) REGISTRATION**

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

Cooperating Broker (Co-Broker): \_\_\_\_\_

Cooperating Brokerage Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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