



**COOPERATING BROKER
CONFIDENTIALITY AND REGISTRATION AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by RMS Properties III, LLC ("Owner") and _____ ("Cooperating Broker") and SVN Commercial Realty ("Exclusive Listing Broker") regarding the asset known as, Avion Corporate Center - 2200 West Commercial Blvd., Fort Lauderdale, FL 33309 ("Property"). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner.

COOPERATING BROKER HAS REQUESTED information from Owner and Exclusive Listing/Marketing broker for the purpose of evaluating the Property. The Owner shall deliver information concerning the Property, much of which is highly confidential, only to those parties that Exclusive Listing Broker, has agreed to in writing prior to the disbursement of any information.

THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

1. Cooperating Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Information") to any person or entity that has not been approved and agreed to in writing by SVN Commercial Realty.
2. The person(s) signing this Agreement on Cooperating Broker's behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons who have need to know of the Information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Owner, now or in the future, which is not readily available to the general public. Cooperating Broker and Prospective Purchaser understand that all Information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner.
4. All Information shall be used for the sole purpose of evaluating the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Cooperating Broker or any other party shall not contact directly any persons concerning the Property, other than SVN Commercial Realty without written permission from Exclusive Listing/Marketing Broker.
6. The Persons signing on behalf of Cooperating Broker and Prospective Purchaser represent that they have the authority to bind the party for whom they sign.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
8. Cooperating Broker recognizes that they do not represent the Owner in this transaction. Only SVN Commercial Realty. is acting as an Exclusive Listing/Marketing Broker representing the Owner.
9. In the event Cooperating Broker's registered prospect successfully closes on the Property and Owner pays SVN Commercial Realty the brokerage commission as stated in the Listing/Marketing Agreement with Owner of Four Percent (4%) of the Purchase Price, SVN Commercial Realty shall pay a Cooperating Broker 50% of gross commissions. Cooperating Broker must provide proof of real estate licensure.
10. All Prospective Buyers that the Cooperating Broker wishes to register must be "registered and approved" by Exclusive Listing/Marketing Broker prior to submission of the Information. In the event Cooperating Broker fails to register and have buyer approved by SVN Commercial Realty Broker shall not be entitled to any Cooperating Broker Fee.

COOPERATING BROKER: _____

Agent: _____

Address: _____

Email Address: _____

Telephone: _____

Fax Number: _____

BY: _____

Date: _____

Prospective Purchaser/Entity (Print Name)

Authorized Signatory for Purchaser/Entity (Signature)

Street Address

Phone Number

Email Address

City, State and Zip Code

Approved and Accepted by

SVN Commercial Realty

PLEASE EMAIL TO:

Keith Kidwell keith@svncr.com

Phone: (954) 771-1212 / Cell: (954) 234-8777