

**OUTSIDE BROKER AGREEMENT**

This Agreement is being entered into by \_\_\_\_\_ (“Broker”) and Cushman & Wakefield of Florida, Inc. (“C&W”) in connection with the possible sale of the RAD portfolio including **1134 Kelton Ave, Ocoee, Florida, 550 East State Road 434, Longwood, Florida, 4137 Hunters Park Lane, Orlando, Florida, 725 Rodel Cove, Lake Mary, Florida, & 9964 University Blvd, Orlando, Florida** (the “Transaction”) between **PA Real Estate Acquisition & Development** (the “Client”) and \_\_\_\_\_ (the “Prospect”).

1. Licenses. C&W is a duly licensed real estate broker in the State of Florida and is the sole and exclusive agent for Client with regard to the Transaction. Broker is a duly licensed real estate broker in the State of Florida and is the sole and exclusive agent for Prospect with regard to the Transaction.

2. Authority. Each party represents that it has the authority to enter into this agreement, and the individuals signing this agreement represent that they are authorized to sign the agreement on behalf of each party.

3. Commission. C&W and Broker agree that Broker must look to Prospect for payment of any and all compensation which may become due it for the proposed Transaction. It is acknowledged and agreed that C&W shall not be required to share the commission payable by Client with Broker, and in no event whatsoever shall Client be required to pay any commission to Broker

4. Fees and Expenses. If either party institutes legal action to enforce its rights hereunder, the prevailing party will be entitled to recover its reasonable attorneys’ fees and other costs incurred.

5. Confidentiality. Subject to applicable law and governmental regulation, Broker agrees to hold in confidence and not use or disclose to others any information about the Transaction disclosed herein; provided, however, that Broker’s obligations under this section shall not apply if such information (a) is disclosed at C&W’s request, (b) is available to the general public or known within the real estate industry, or (c) is required to be disclosed pursuant to law, court order or subpoena.

6. Miscellaneous. This agreement shall be governed by the laws of the State of Florida, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, “pdf” or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

\_\_\_\_\_  
**[SIGNATURE OF OUTSIDE BROKER]**

By: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

★★★ Please return via email to [travis.ives@cushwake.com](mailto:travis.ives@cushwake.com) ★★★