

**COOPERATING BROKERAGE AGREEMENT, CONFIDENTIALITY AGREEMENT,
NON-CIRCUMVENTION AGREEMENT AND PROSPECTIVE BUYER REGISTRATION AGREEMENT**

This Agreement entered into this ____ day of _____, 20____, between OCEAN'S EDGE INVESTMENTS, L.L.C., a Florida Limited Liability Company (herein referred to as "Listing Broker") and _____, a _____ (herein referred to as "Cooperating Broker") and constitutes an agreement to share the real estate brokerage commission to be paid by Blue Water VIII, L.L.C. ("Owner") to the Listing Broker for the sale of that certain real property located at 1755 S.E. 3rd Court Deerfield Beach, Florida 33441 (the "Property").

Cooperating Broker has requested information from Listing Broker for the purpose of evaluating the Property. The Listing Broker shall deliver information concerning the Property, which may be confidential, only to those parties that Cooperating Broker, has registered 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 ("Marketing Information") to any person or entity that has not been approved and agreed to in writing by Listing Broker.
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, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all information received from Listing Broker, now or in the future, which is not readily available to the general public. Cooperating Broker understands that all marketing information shall be deemed confidential, valuable and proprietary information and as such 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, without written permission from Listing Broker. Such persons include, but without limitation, Owner, Owner's employees, vendors, suppliers, lenders and tenants. Cooperating Broker and Prospective Buyer agree that all negotiations and communication with Owner shall be handled through Listing Broker.
6. Owner makes no representations or warranties, express or implied, as to the accuracy or completeness of any information provided by Listing Broker. Cooperating Broker assumes full and complete responsibility for reconfirmation and verification of all information received and expressly waives all rights of recourse against Owner and Listing Broker with respect to the same.
7. The persons signing on behalf of Cooperating Broker represents that they have the authority to bind the party for whom they sign.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. Cooperating Broker recognizes that they do not represent the Owner in this transaction.
10. In the event Cooperating Broker's Prospective Buyer successfully closes on the Property and Owner pays Listing Broker the brokerage commission, terms which have been outlined in a separate agreement, Listing Broker shall pay a fee in the amount of Three Percent (3 %) of the total sales price to Cooperating Broker.
11. All Prospective Buyers that the Cooperating Broker wishes to register must be registered and approved by Listing Broker prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any buyer, he shall not be entitled to any Cooperating Broker Fee.
12. Cooperating Broker shall not issue marketing materials or press releases of any kind regarding the Property without the advance, written consent of the Listing Broker and Owner.
13. Cooperating Broker shall not advertise, market, or make any announcements of any kind regarding the Property or the purchase/sale thereof with the express written consent of Listing Broker and Owner.
14. Any unresolvable dispute between Listing Broker and Cooperating Broker will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.
15. Cooperating Broker and Prospective Buyer have read this Agreement and understands its contents. This Agreement cannot be modified except by written agreement signed by both parties.
16. This Agreement shall have a term of 12 months from the date first executed below.

COOPERATING BROKER ACCEPTED & AGREED

Dated: _____ License Number: _____

Signature: _____

Print Name: _____

Brokerage Company: _____

Telephone: _____

Email: _____

PROSPECTIVE BUYER ACCEPTED & AGREED

Dated: _____

Signature: _____

Print Name: _____

Prospective Buyer's Company: _____

Telephone: _____

Email: _____