



**CONFIDENTIALITY/REGISTRATION AGREEMENT  
EXCLUSIVE/CO-BROKER**

**THIS CONFIDENTIALITY AGREEMENT** ("Agreement") is made by and agreed to by **John Burpee & Associates, Inc** ("Broker"), the exclusive listing or marketing broker for the Property and

\_\_\_\_\_ ("Purchaser") regarding the property(s) known as

**Property Names and address will be released upon verification of buyer registration:**

Property: Retail Strip Center Portfolio

(collectively, "Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing or Marketing agreement with the property owner (hereinafter "Owner").

**PURCHASER HAS REQUESTED** certain information concerning Property (hereinafter "Information") from Broker for the purpose of evaluating a possible acquisition of the Property. Owner has instructed Broker to deliver Information, much of which is highly confidential, only to those potential purchasers who sign this Agreement.

The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, nor release, disseminate or transfer any information obtained hereunder ("Information") to any other person or entity, except to those of its agents, representatives and employees who need to know the Information, and who are informed by Purchaser of the confidential nature of the Information, and agree to be bound by the terms of this Agreement.
2. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property and or the underlying note & mortgage, and it shall not at any time, or in any manner, be used for any other purpose.
3. Purchaser agrees that it will make no copies of the Information, and that the Information will be kept confidential and will not be disseminated in written or oral form to any third party without Broker's or Owner's prior written consent, which may be granted or denied

at their sole discretion following Purchaser's disclosure to Broker of the name of the proposed recipient.

4. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker's written permission. Such persons include, without limitation, Owner's, principals, employees, suppliers, vendors and tenants.
5. Further, Purchaser and its agents, representatives and employees will not volunteer, or disclose in any way, to any person or entity, including tenants or prospective tenants of the Property or any competing properties:
  - that the Information has been made available,
  - any notes or summaries of the Information,
  - the fact that the Property may be for sale,
  - that discussions or negotiations are taking place or will take place, or
  - any of the terms or conditions or other facts concerning a possible acquisition of the Property.
6. If Purchaser is a corporation, partnership, limited liability company (LLC/LLP) or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information as described above. This Agreement shall be binding upon their respective successors, assigns, heirs and legal representatives, including, without limitation, any corporation or other business entity with which the Purchaser may merge or consolidate or to which they may transfer substantially all of its assets or enter into an acquisition or reorganization transaction.
7. Purchaser acknowledges that its agents, representatives and employees shall be bound by this Agreement, and any breach thereby shall be deemed a breach by Purchaser.
8. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands 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 and Broker.
9. In the event of any breach or threatened breach of this Agreement, Broker and Owner shall have the right and remedy to institute proceedings to obtain immediate injunctive relief, since such breach or threatened breach may cause irreparable damage to Owner and Broker, for which monetary damages would not provide an adequate remedy. Nothing in

this agreement shall be construed to limit other remedies available to Broker and Owner, and the breaching party shall be liable for all costs of enforcement of the terms of this Agreement, including, without limitation, court costs and reasonable attorney's fees.

10. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund, or REIT clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Broker named in paragraph 14 below in connection with the property.
11. Neither Broker nor Owner makes any representations or warranty, express or implied, as to the accuracy or completeness of any Information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same, and agrees to hold Broker and Owner harmless from any and all claims arising out of delivery of the Information to Purchaser.
12. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the parties for whom they sign.
13. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, with venue exclusively in the state court in Hillsborough County.
14. The co-operating broker named below, IF- ANY, (hereinafter Co-Broker") is hereby authorized by Purchaser to represent Purchaser in connection with the acquisition of the Property. Co-Broker agrees not to show the property listed by Broker to any other prospective purchaser without express written notice from Broker or to contact Owner, or without limitation, Owner's employees, property managers, tenants or prospective tenants directly and further agrees to be bound by all of the provisions of this confidentiality agreement.

Co-Broker Initials: \_\_\_\_\_

15. Purchaser and Co-Broker, jointly and severally, indemnify Broker and Owner against any commission claims by brokers other than Owner's representative, John Burpee & Associates, Inc.. Co-Broker further acknowledges that Broker will not pay a commission to anyone who is, acts as, or has an interest of any kind or nature whatsoever, whether contingent or vested, direct or indirect, oral or written, in the Purchaser. Co-Broker named below will be entitled to a commission equal to Two percent (2%) of the sale price of the property.

Co-Broker Initials: \_ \_

16. Co-Brokers Advisement:

John Burpee & Associates, Inc. maintains a data base of all national & regional buyers, sellers and past clients. Please note that John Burpee & Associates, Inc. will not accept the registration of a client that is currently in our database or if the client is previously known to our firm. Firms such as Spectrus, DBSI, Aimco, Pinacle and other national REIT or private investor client that maintain relationships with NAI Global and John Burpee & Associates, Inc.. All of our listings are marketed to these firms prior to exposing them to the public, Loop-net or third party brokers.

17. Procuring Cause:

The purchaser named below hereby acknowledges that John Burpee & Associates, Inc., Inc its principals & associates are deemed to be the procuring cause of the purchasers introduction to the property described in this agreement. The purchaser hereby acknowledges that he, she or it, has no prior knowledge of the asset being marketed by other brokers and has no conflict of interest between John Burpee & Associates, Inc., Inc and any other brokerage firm that may claim the same procuring cause action.

18. Term of this agreement:

This agreement shall remain in effect for 365 Days from date of last signature assigned to this document.

**PLEASE PRINT CLEARLY**

**PURCHASER:**

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

**EMAIL:** \_\_\_\_\_

**The co-brokerage fee offered for this property is 2% of the gross selling price of the property.**

**CO-OPERATING BROKER:**

Agent Name/Company: \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

**ACCEPTED BY: John Burpee & Associates, Inc.** Date: \_\_\_\_\_

Broker/Agent Printed Name: **John Burpee**

Brokers/Agent Signature: \_\_\_\_\_

Address: **11683 87<sup>th</sup> Street N Largo Florida 33773**

**Ph: 727-585-2070 Fax: 727-585-4717**