



Broker/Principal Confidentiality and Registration Agreement

The undersigned Registered Broker (the "Broker") has advised Colliers International Florida, LLC, a Delaware limited liability company ("Colliers") that you wish to register a client with respect to a potential purchase of the land and building(s) located at 515 Tomoka Ave, Ormond Beach, FL 32174 (the "Property"). Colliers has been retained to represent the owner (the "Owner") of the Property. The Owner has indicated that all inquiries and communications with respect to the Property be directed to Colliers.

Colliers has made available for review certain information concerning the Property which includes brochures, offering memorandum, documents, information and any other documents and materials provided to Broker or the Registered Potential Purchaser (collectively "Confidential Information"). Colliers will not make such Confidential Information available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this Agreement. On behalf of the Owner, Colliers is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). Upon Colliers' receipt of this executed Agreement, Colliers will consider providing the Confidential Information for the Registered Potential Purchaser's consideration in connection with a possible transaction involving the Property subject to the following conditions:

1. All Confidential Information relating to the Property and Owner, which may be furnished to the Broker and the Registered Potential Purchaser shall continue to be the property of the Owner and Colliers. The Confidential Information will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Colliers' written consent and must be returned to Colliers, immediately upon Colliers's request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Confidential Information to any person or entity other than the Registered Potential Purchaser, unless Colliers has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel, and institutional lenders ("Related Parties"), for the purpose of evaluating a potential transaction involving the Property. The Registered Potential Purchaser shall inform such Related Parties of the confidential nature of the Confidential Information and such Related Parties must agree to keep all Confidential Information strictly confidential in accordance with this agreement. The Registered Potential Purchaser shall be responsible for any violation of this Agreement by any Related Party.
3. (a) Other than as described in Section 3 (b) below, the Registered Potential Purchaser authorizes the Broker to represent it as its broker with respect to a potential transaction involving the Property. The Registered Potential Purchaser agrees to pay any and all commissions, fees or other compensation claimed by Broker, and the Registered Potential Purchaser hereby agrees to indemnify, defend and hold Colliers and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses,



damages, expenses, demands, suits or judgments (including reasonable attorneys' fees), arising from claims by Broker or any other party the Registered Potential Purchaser or Broker has had dealings with, excluding Colliers, in connection with the proposed transaction. The Broker agrees it will not look to Colliers or the Owner for any commissions, fees or other compensation in connection with the proposed transaction and the Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Confidential Information or excerpts to any other party. The Registered Potential Purchaser acknowledges that it is a principal in connection with the proposed transaction and the Registered Potential Purchaser hereby agrees that it will not look to the Owner or Colliers for any commissions, fees or other compensation in connection with the proposed transaction. Additionally, the Registered Potential Purchaser acknowledges that they have not had any discussions regarding the Property with any broker or agent other than Colliers and the Broker.

(b) Notwithstanding anything to the contrary and subject to Broker executing a Cooperating Broker Agreement with Colliers, Broker and Registered Potential Purchaser hereby acknowledge and agree that a 2.0% co-brokerage commission is being offered from Colliers to the Broker in connection with a closing of the Property. No other commission, finder's fee or compensation will be due from or payable by the Owner or Colliers to Broker or Prospective Purchaser in connection with the negotiation of any agreement or any transaction involving the Property and the Registered Prospective Purchaser or its affiliates, assignees, successors or nominees or involving any other party and that Broker shall look only to the Prospective Purchaser for other commissions, fees, or other compensation therewith and hereby waives the right to make any claim therefore against Owner or Colliers .

4. The Broker represents and covenants that it is, and at the relevant times will be, a duly licensed real estate broker in the state the Property is located.

5. THE BROKER AND THE REGISTERED POTENTIAL PURCHASER UNDERSTAND AND ACKNOWLEDGE THAT NEITHER COLLIERS NOR OWNER HAVE MADE OR MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION AND NEITHER COLLIERS NOR OWNER SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE TO THE BROKER OR THE REGISTERED POTENTIAL PURCHASER, ANY OF THE RELATED PARTIES OR ANY OTHER PERSON OR ENTITY RELATING TO OR RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

6. The Registered Potential Purchaser hereby agrees to defend and hold Colliers and the Owner and their respective affiliates, successors, assigns, officers, directors, employees and agents harmless against from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of Colliers and Owner and their respective successors or assigns. Colliers and Owner shall be entitled to specific performance and/or other equitable relief, including injunctive relief without the need to post any bond or other security, as remedies for any violation of this agreement by Broker or the Registered Potential Purchaser. These remedies shall not be exclusive remedies, but shall be in



addition to any and all other rights and remedies available to Colliers or Owner at law or in equity. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State where the Property is located, without giving effect to principles of conflicts of laws. This Agreement may be signed in counterparts. The transmittal of signed counterparts by e-mail in pdf or similar form shall be as fully effective and binding as the delivery of originals

7. The Broker and the Registered Potential Purchaser acknowledge that the Property has been offered subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Broker and the Registered Potential Purchaser acknowledge that the Property is being offered without regard to race, creed, sex, religion or national origin.

8. The Broker and the Registered Potential Purchaser further acknowledge Owner is an intended third-party beneficiary of the terms of this Agreement.

If the Registered Potential Purchaser is in agreement with the foregoing, please return a fully executed copy of this agreement to Joe Rossi by email to joe.rossi@colliers.com.

REGISTERED BROKER:

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, ____

Signature	_____
Print Name	_____
Title	_____
Company	_____
Street Address	_____
City, State Zip	_____
Phone	_____
Email	_____

REGISTERED POTENTIAL PURCHASER:

ACCEPTED AND AGREED TO THIS ____ DAY OF _____, ____

Signature	_____
Print Name	_____
Title	_____
Company	_____
Street Address	_____
City, State Zip	_____
Phone	_____
Fax	_____
Email	_____