

**MARCUS & MILLICHAP
REAL ESTATE INVESTMENT SERVICES OF FLORIDA, INC.
CONFIDENTIALITY AND REGISTRATION AGREEMENT**

PRINT & FAX TO 954-245-3536 / Attn: Bill Kohlhepp, CPM, CCIM or George Sevecek, CCIM

THIS CONFIDENTIALITY AND BUYER REPRESENTATION AGREEMENT is made and agreed to by Marcus & Millichap Real Estate Investment Services of Florida, Inc. ("Broker"), exclusive listing broker for the Property, and ("Purchaser") _____ and/or assigns regarding the properties ("Property") known as:

The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with the Owner. PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner of the property has instructed Broker to deliver information concerning the Property, 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, release, disseminate or transfer, any information obtained hereunder ("Information") to any other person or entity.
2. If Purchaser is a corporation, partnership, limited liability company 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 only to those persons within the entity 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 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.
4. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers.
6. 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 clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the property.
7. Neither Broker nor Owner make 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.
8. The Persons signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
10. No outside broker represents Purchaser. Purchaser is working with Marcus & Millichap Real Estate Investment Services of Florida, Inc., specifically Bill Kohlhepp, with the understanding that Marcus & Millichap Real Estate Investment Services of Florida, Inc. is also representing the Seller. If Purchaser and/or an entity to which Purchaser is a part is successful in acquiring the above referenced property within twelve (12) months from the date below, it is hereby acknowledged that Marcus & Millichap Real Estate Investment Services of Florida, Inc. is the procuring cause. Purchaser and/or entity also acknowledges that it is acting as a PRINCIPAL ONLY and as such is not entitled to any commission.

Prospective Purchaser: (Please Print)

Entity: _____ Name: _____
Address: _____ Signature: _____
City, State, Zip: _____ Date: _____
Phone: _____ E-mail: _____

Broker: Marcus & Millichap Real Estate Investment Services of Florida, Inc.

Approved by: _____ Date approved: _____