

CONFIDENTIALITY AND CO-BROKERAGE AGREEMENT



Colliers International Central Florida, LLC ("Agent") has been engaged as the exclusive agent for the sale of the ChampionsGate Office Building located at 8390 ChampionsGate Boulevard in the city of ChampionsGate, Osceola County, Florida 33896 (the "Property").

The Property is being offered for sale in an "as-is, where-is" condition and Seller and Agent make no representations or warranties as to the accuracy of the information contained in this Offering Memorandum. The enclosed materials include highly confidential information and are being furnished solely for the purpose of review by prospective purchasers of the interest described herein. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Seller. Each recipient, as a prerequisite to receiving the enclosed, must be registered with Agent as a "Prospective Purchaser" or as "Prospective Purchaser's Broker" for an identified "Prospective Purchaser". The use of this Offering Memorandum and the information provided herein is subject to the terms, provisions and limitations of the Confidentiality Agreement furnished by Agent prior to delivery of this Offering Memorandum.

Prospective Purchaser has authorized _____ (hereinafter referred to as "Prospective Purchaser's Broker") as its exclusive broker, agent, or advisor in its negotiations concerning the Property. Any Prospective Purchaser's Broker must provide a registration signed by Prospective Purchaser acknowledging said broker/agent's authority to act on its behalf. The marketing information furnished to Prospective Purchaser's Broker will not be used by Prospective Purchaser's Broker for any purpose other than for evaluating a possible transaction involving the Property with the Prospective Purchaser.

The enclosed materials are being provided solely to facilitate the Prospective Purchaser's own due diligence for which it shall be fully and solely responsible. The material contained herein is based on information and sources deemed to be reliable, but no representation or warranty, express or implied, is being made by Agent or Seller or any of their respective representatives, affiliates, officers, employees, shareholders, partners and directors, as to the accuracy or completeness of the information contained herein and neither Agent or Seller shall have any obligation to update such information. Summaries contained herein of any legal or other documents are not intended to be comprehensive statements of the terms of such documents, but rather only outlines of some of the principal provisions contained therein. All references to square footage, acreage or other measurements are approximations. Neither Agent nor Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

Seller reserves the right, at its sole and absolute discretion, to withdraw the Property from being marketed for sale at any time and for any reason. Seller and Agent each expressly reserves the right, at their sole and absolute discretion, to reject any and all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time, with or without notice. This Offering Memorandum is made subject to omissions, correction of errors, change of price or other terms, prior sale, or withdrawal from the market without notice. Agent is not authorized to make any representations or agreements on behalf of Seller.

Seller shall have no legal commitment or obligation to any interested party reviewing the enclosed materials, performing additional investigation and/or making an offer to purchase the Property unless and until a binding written agreement for the purchase of the Property has been fully executed, delivered, and approved by Owner and any conditions to Owner's obligations thereunder have been satisfied or waived.

By taking possession of and reviewing the information contained herein, the recipient agrees that (a) the enclosed materials and their contents are of a highly confidential nature and will be held and treated in the strictest confidence and shall be returned to Agent or Seller promptly upon request;

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(b) the recipient shall not contact employees or tenants of the Property directly or indirectly regarding any aspect of the enclosed materials or the Property without the prior written approval of Seller or Agent; (c) the recipient shall make no attempt to visit the Property and/or grounds without the prior written approval of Seller or Agent; and (d) no portion of the enclosed materials may be copied or otherwise reproduced without the prior written authorization of Seller or Agent or as otherwise provided in the Confidentiality Agreement executed and delivered by the recipient(s) to Agent.

Seller shall be responsible for payment of any commissions due to Agent in connection with a conventional sale of the Property through a contract for purchase and sale or if the Property is sold by or through a purchase of the stock or other ownership interest in the entity holding title to the Property. **No co-brokerage commission is available from the Agent to a Prospective Purchaser's Broker.** Each Prospective Purchaser shall be responsible for any other claims for payment of commissions or compensation by Prospective Purchaser's Broker or any other broker or agent in connection with a conventional sale of the Property through a contract for purchase and sale. If Prospective Purchaser purchases the Property through a different method, including but not limited to, a purchase through a deed in lieu of foreclosure or through a foreclosure sale after a sale, transfer, or assignment of a promissory note and mortgage or security agreement, with respect to the Property, Prospective Purchaser and any associated, affiliated, or related persons or entities, shall be responsible for payment of a commission of 3% to Agent and for payment of any claims for commissions or compensation by any other broker or agent.

Prospective Purchaser and Prospective Purchaser's Broker hereby acknowledge and agree that no co-brokerage commission is being offered from the Agent to the Prospective Purchaser's Broker. No other commission, finder's fee or compensation will be due from or payable by the Seller or Agent to Prospective Purchaser's Broker in connection with the negotiation of any agreement or any transaction involving the Property and the Prospective Purchaser or its affiliates, assignees, successors or nominees or involving any other party and that Prospective Purchaser's 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 Seller or Agent.

ACKNOWLEDGED AND AGREED THIS _____ DAY OF _____, 20____

Prospective Purchaser

Prospective Purchaser's Broker (If Any)

Authorized Signatory (Principal)

Authorized Signatory (Broker)

Printed Or Typed Name

Printed Or Typed Name

Street Address

Street Address

City/State/Zip

City/State/Zip

Telephone/Fax Number

Telephone/Fax Number

Email Address

Email Address

Please Return To:
Joe Rossi, CCIM ♦ Managing Director – Investment Services
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