

COMMERCIAL REAL ESTATE SERVICES

PRINCIPAL CONFIDENTIALITY/REGISTRATION AGREEMENT

THIS CONFIDENTIALITY AND PRINCIPAL REGISTRATION AGREEMENT ("Agreement") is made and agreed to by Lee & Associates South Florida, LLC ("Broker") and _______ ("Principal") regarding the properties known as <u>716-720 Lake Ave., Lake Worth Beach, FL</u> ("PROPERTY") The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's agreement with the Owner.

PRINCIPAL 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 the Principal who sign this Agreement.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

- 1. Principal will not disclose, permit the disclosure of, release, disseminate or transfer; any information obtained hereunder ("Information") to any other person or entity.
- 2. If Principal 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 by Principal, now or in the future, which is not readily available to the general public. Principal 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. Principal 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, lenders and tenants.
- 6. Principal 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). Principal 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 makes any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Principal 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 Principal or person signing on behalf of Principal 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 Principal. Principal is working with Broker, specifically C. Todd Everett. If Principal and/or an entity to which Principal is a part is successful in acquiring the above referenced property within twelve (12) months from the date below, it is hereby acknowledged that Lee & Associates South Florida is the procuring cause. Principal and/or entity also acknowledges that it is acting as a PRINCIPAL ONLY and as such is not entitled to any commission.

Principal Name	
Company:	
Telephone:	
Email:	

RETURN TO: C. Todd Everett, SIOR, Principal Phone: 561-414-8567 Email: <u>cteverett@lee-associates.com</u>

Signature:		
Date:		

AGREED AND ACCEPTED: