



CONFIDENTIALITY, BROKERAGE COMMISSION, AND REGISTRATION AGREEMENT

Commercial Real Estate Professionals Inc., ("CREP") has been retained exclusively by the owner (the "Owner") as its exclusive real estate broker and agent in connection with the sale of 607/609 E. Livingston Street, Orlando FL 32803 and 808 E. Livingston Street, Orlando FL 32803 (Orange County Parcel ID's#: 25-22-29-5664-00-131 25-22-29-2508-04-090) (the "Property")

THIS AGREEMENT (Page 1 of 3) dated _____, 2014 (the "Effective Date") by and between CREP and _____, a licensed Florida Real Estate Broker (the "Broker") shall be binding upon the parties to this Agreement and each party understands and assents to the following terms:

1. Broker represents and warrants that it has been formally engaged by _____ (the "Prospect") of _____ (the "Prospect Company"), the prospective purchaser as its sole agent, real estate broker, and representative for the Property. The Broker has executed this agreement and obtained Prospect's signature. Broker has legibly completed both Prospect's and Broker's contact information in its entirety. Prospect's contact information shall include its phone number, mailing address, and e-mail without exception. Prospect acknowledges and represents that he or she is a key principal or authorized representative of the Prospect Company. Prospect further represents and warrants its authority to execute this agreement on behalf of the Prospect Company, its affiliates, and subsidiaries. Broker shall furnish CREP with a copy of the written agency disclosure it has provided to Prospect. The Broker's registration shall expire on the earlier occurrence of one hundred and eighty (180) calendar days from the Effective Date of this Agreement or the expiration of CREP's Right to Sell Agreement. Broker and Prospect acknowledge that CREP is acting as agent for the Owner of the Property and that CREP will be compensated by the Owner. Broker represents and warrants that it is a licensed real estate broker in the state of Florida with a license in good standing with the Florida Real Estate Commission. License # _____
2. CREP's acceptance of this Agreement shall be at its sole discretion and defined by its final confirmation and execution.
3. The Information including offering materials, third party reports, nor opinions provided, shall in any way be construed as creating any warranties or representations, express or implied, as to the existence, non-existence, or nature of, any hazardous or toxic material, waste or substance in, under or on the Property. No responsibility, warranty, or representation is assumed by CREP or Owner. The Prospect is advised to obtain assistance from its own professional consultants with respect to determining the presence of hazardous or toxic material, waste or substance in, under or on the Property prior to acquiring the Property. Any communication written or orally communicated by CREP, Owner, or its affiliates shall be privileged and treated as confidential material (the "Information") and is solely for the benefit of Prospect.
4. The Information shall not be deemed an indication of the state of affairs of the Property or Owner nor constitute an indication that there has been a change in the business or affairs of the Property or Owner. The Information contains brief and selected information pertaining to the business and affairs of the Property and has been prepared by CREP primarily from information supplied by the Owner. It does not purport to be all-inclusive or to contain all of the information which a Prospect may desire.
5. Prospect and Broker agree not to directly or indirectly disclose or permit anyone to disclose the Information. This shall include any part of its contents to any other individual, entity, or affiliate including its management company, service provider, real estate broker, joint venture, or operating partner without prior written authorization of CREP.
6. Prospect and Broker agree not to use or permit the Information or any part of its contents to be used in any fashion, motive, or manner detrimental to the interest of the Owner or CREP. Prospect represents, warrants, and covenants that its review and inspection of the Information shall be solely to conduct independent due diligence for the purpose of determining whether or not Prospect shall submit an offer,

letter of intent, or expression of interest to purchase the Property.

7. Prospect and Broker agree not to inspect or visit the Property without prior authorization of CREP. All inspections, visits, or tours of the Property shall be scheduled and organized by CREP.
8. It is agreed that, the Prospect is acting as a principal and has had no dealings, negotiations, or consultations involving the Property with any real estate broker other than CREP and Broker. Should Prospect require the assistance of any real estate broker other than CREP and Broker, the Prospect will be responsible for any fees or commissions due to said additional real estate broker.
9. Broker agrees to maintain Information for the benefit of Prospect and not any other prospective purchaser or third party broker or consultant. Broker and Prospect agree that no release to the press, advertisement, or disclosure shall be made without written authorization and approval of said release or communication by CREP and Owner.
10. Broker's total real estate brokerage commission shall be **Three Percent (3.0%)** of the gross sale price of Property (the "Co brokerage Fee"). Broker acknowledges that the total real estate brokerage commission paid by seller and retained by CREP may not be equal to the allocated Co brokerage fee.
11. CREP's obligations outlined in this Agreement including its obligation to pay Broker the Co brokerage Fee shall be conditioned upon CREP's receipt of payment from Owner and CREP's performance under its own obligations and engagement as Owner's agent. Broker shall not be entitled to the Co brokerage Fee if Prospect or its affiliates previously executed a principal confidentiality agreement or registration with CREP or Owner which indicated that it was NOT represented by a real estate broker. The Co Brokerage Fee shall be paid by the CREP upon receipt from Owner.
12. No commission, compensation, consideration, or Co brokerage Fee shall be earned by the Broker if Prospect becomes involved with CREP regarding another transaction or if CREP earns a real estate brokerage commission for a transaction or service not directly related to the Property and Owner.
13. This commission agreement is limited to the Sale of the Property by Owner. No commission or Co brokerage Fee shall be earned by Broker if Prospect executes a Purchase and Sale Agreement with Owner after the expiration of this Registration Agreement. No commission or Co brokerage Fee shall be earned by Broker if Owner fails or refuses to execute a Purchase and Sale Agreement with Prospect. No commission or Co brokerage Fee shall be earned by Broker if Prospect surrenders its deposit, earnest money, or consideration and fails to acquire the Property or defaults under the terms of a purchase and sale agreement or binding letter of intent. Broker shall at all times via written correspondence ensure that CREP is fully advised as to the status of negotiations between Prospect and Owner
14. Broker and Prospect shall defend, hold harmless and indemnify CREP against any claim by any third party for a brokerage commission owed in reference to the sale of the Property. In the event suit is brought under this Agreement, the prevailing party shall be awarded attorneys fees and costs through appeal. This paragraph shall survive the expiration of this Agreement. This agreement shall be governed by, and construed in accordance with, Florida law, and venue for any action arising hereunder shall be in Orange County, Florida.



Please return the entire three (3) page agreement via fax or E-Mail.

Hand Written modifications to this agreement will not be accepted.

SIGNATURES ON FOLLOWING PAGE



BROKER

(Company Name): _____ **Date:** _____

By (Signature): _____ Tele# _____

Print Name: _____ Title: _____

Address/City/State: _____

E-Mail: _____

PROSPECT

(Company Name): _____ **Date:** _____

By (Signature): _____ Tele# _____

Print Name: _____ Title: _____

Address/City/State: _____

E-Mail: _____

PLEASE INCLUDE COPY OF BROKER'S AND PROSPECT'S BUSINESS CARD

ACCEPTED BY: CREP: Commercial Real Estate Professionals Inc.

CREP

(Signature): _____ Date: _____

Name: Mark Allen Title: President/CEO