



Confidentiality and Registration Agreement

PLEASE RETURN To: Cynthia Shelton or Kane Morris-Webster

Fax: 407-660-7600

Or via email: cshelton@lqwest.com or kmw@lqwest.com

We appreciate your interest in the potential purchase of **Shoppes of MeadowRidge located at 2910 Maguire Road, Ocoee, FL 34761** (the "Property").

As a result of your interest in the Property(s), please acknowledge your understanding and Agreement with this Confidentiality and Registration Agreement by signing where appropriate.

LandQwest Commercial ("Listing Broker") has been retained on an exclusive basis by the "Owner(s)" and is/are acting as Owner's real estate agent. The Owner(s) shall pay all fees due Listing Broker in connection with the Property(s) in accordance with a separate listing Agreement between Owner(s) and Listing Broker. Listing Broker has available for review certain information concerning the Property(s), which includes information available to the public as well as specially prepared or private information ("Property Information"). Listing Broker will not make the Property(s) Information available to the Buyer Broker or Potential Purchaser until they have executed this Agreement. Upon the receipt of this Agreement, properly executed by the Buyer Broker and/or Potential Purchaser, Listing Broker and the Owner(s) will have the option, in their sole and absolute discretion, to accept or reject the registration of the Potential Purchaser. All accepted registrations will be subject to the following conditions:

1. All Property(s) Information, which may be furnished to the Buyer Broker and/or Potential Purchaser by Listing Broker, shall continue to be the property of the Owner(s) and Listing Broker. The Property(s) Information will be used by the Buyer Broker and/or Potential Purchaser for purpose of underwriting the property. The Property Information may not be copied or duplicated without Listing Broker's written consent and must be returned to Listing Broker immediately upon Listing Broker's request.
2. Potential Purchaser acknowledges that you are a principal or authorized advisor and not an agent of or acting on behalf of any other party in connection with the purchase of the Properties and you agree not to look to the Listing Broker or Owner(s) for any brokerage commissions, finder's fees, or other compensation in connection with the possible transaction of the Property(s). You acknowledge that you have not had any discussions regarding the Property(s) with any advisor or agent other than as set forth in paragraph 5.
3. Buyer Broker and/or Potential Purchaser will not disclose the Property(s) Information to any person who has not executed this Agreement unless Listing Broker has approved in writing such disclosure, provided, however, that the Property(s) Information may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties), for the purpose of evaluating the potential purchase of the Property(s). Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Property(s) Information and must agree to keep all Property(s) Information strictly confidential in accordance with this Agreement. The Potential Purchaser shall be responsible for any violation of this provision by the Related Parties.
4. Buyer Broker and/or Potential Purchaser understands and acknowledges that Listing Broker and the Owner(s) do not make any representation or warranty as to the accuracy or completeness of the Property(s) Information and that the information used in the preparation of the Property(s) Information was furnished to Listing Broker by others and has not been independently verified by Listing Broker and is not guaranteed as to completeness or accuracy. Potential Purchaser agrees that neither Listing Broker nor the Owner(s) shall have any liability for any reason to the Potential Purchaser or Related Parties resulting from the use of the Property(s) Information.
5. Potential Purchaser hereby authorizes _____ as Buyer Broker (if blank, it is acknowledged that no Advisor/Broker/Agent is involved) to represent you as your real estate Advisor/Broker/Agent ("Buyer Broker") with respect to the possible transaction of the Property(s). However, failure to designate a Buyer Broker in this Agreement will be interpreted by all parties to this

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Agreement that no Buyer Broker has been chosen to represent you in this possible transaction (see Buyer Broker Registration Section).

6. If a Buyer Broker is designated, the participating commission will have to be paid by their Buyer directly. There is no cooperating fee from the Seller or Seller's Broker. The Broker/Agent agrees it will not look to LandQwest Commercial or the Owner(s) for any additional compensation in connection with any proposed or completed transaction and the Broker/Agent agrees it will be bound by the terms and conditions stated in this Confidentiality and Registration Agreement.

7. The Buyer Broker and/or Potential Purchaser acknowledge that for any reason the Property(s) that is/are being offered for sale may be withdrawn partially or totally from the market, that the offering price and terms may change prior to acceptance of offer by Owner and Potential Purchaser, that the commissions offered may be withdrawn (prior to acceptance of offer by Owner and Potential Purchaser). Buyer Broker and Potential Purchaser also acknowledge that the Property(s) is/are being offered without regard to race, creed, sex, religion or national origin.

Your Buyer Broker further agrees that:

Listing Broker is **not** offering a sub-agency relationship and request that Buyer Broker acts as either transaction Broker/Agent or represents the Potential Purchaser. Please do not hold yourself out to be the agent of the Owner(s) or sub-agent of Listing Broker.

The Buyer Broker represents and covenants that it is currently, and at the time of the consummation of any sale of the Property(s) to the Potential Purchaser, a duly Florida licensed real estate broker. They will submit our Property(s) information in its entirety, without modification. They are not authorized to advertise the Property(s), make blanket mailings or electronic transmissions without prior written permission from us. Buyer Broker agrees to send all communication, including, but not limited to Letters of Intent, Purchase and Sale Contracts and Counteroffers directly to Listing Broker and not the Owner(s). Listing Broker shall prepare all press releases concerning the Property(s) sale and shall include the Buyer Broker with their approval.

8. The Buyer Broker and/or Potential Purchaser hereby indemnifies and holds harmless Listing Broker and the Owner(s) and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property(s) to the Potential Purchaser.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. This Agreement represents the entire Agreement between the Owner(s), Listing Broker, Buyer Broker and Potential Purchaser relating to the receipt, use and disclosure of the Property(s) Information. This Agreement shall apply to and be binding upon Buyer Broker, the Potential Purchaser and their directors, officers, employees, agents, successors and assigns. The representative signing this Agreement represents that he and/or she is fully authorized to enter into the terms and conditions of this Agreement to legally bind the appropriate parties.

11. Buyer Broker and/or Potential Purchaser agrees to be very discreet during all Property(s) inspections and shall not contact the Owner(s), lender, any management personnel, leasing agents or tenants in the Property(s) without prior approval of the Listing Broker and/or Owner(s).

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12. Buyer Broker and/or Potential Purchaser agrees that this Agreement shall expire on the earlier of: a) 180 days from the acceptance of this Agreement by the Listing Agent, b) termination of the Listing Agreement and protection period, c) sale of the Property(s), d) upon written notification from the registered Potential Purchaser, e) at any time registered Potential Purchaser terminates Buyer Broker as agent by written notice or by appointing another broker to act as its exclusive agent. Notwithstanding the foregoing, paragraph 3 above shall survive the termination of this Agreement for a period of 2 years.

POTENTIAL PURCHASER REGISTRATION (PLEASE PRINT LEGIBLY)

ACCEPTED AND AGREED TO THIS ___ DAY OF _____, 20_____.

Potential Purchaser: _____

Company: _____

Address: _____ City, ST _____ ZIP _____

Phone Number: _____ Fax: _____

Email: _____

Signature: _____

BUYER BROKER REGISTRATION (PLEASE PRINT LEGIBLY)

ACCEPTED AND AGREED TO THIS ___ DAY OF _____, 20_____.

Buyer Broker: _____

Company: _____

Address: _____ City, ST _____ ZIP _____

Phone Number: _____ Fax: _____

Email: _____

Signature: _____

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