

PLEASE RETURN VIA FACSIMILE:

Attention: Jennifer Morgan
Or Via E-mail: jmorgan@colliersarnold.com

622 E. Washington Blvd
Suite 300
Orlando, FL 32801
Tel: 407-843-1723
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Principal Confidentiality and Registration Agreement

We appreciate your interest in the potential purchase of the following Property commonly referred to as:

City Crossings: 2909 James L. Redman Parkway, Plant City, FL 33566

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

Colliers Arnold ("Listing Broker") has been retained on an exclusive basis by the "Owner(s)" and is/are acting as Owner(s) agent. The Owner(s) shall pay all fees due Listing Broker in connection with the Property in accordance with a separate listing Agreement between Owner(s) and Listing Broker.

Listing Broker has available for review certain information concerning the Property, which includes information available to the public as well as specially prepared information ("Property Information"). Listing Broker will not make the Property Information available to Potential Purchaser until the Potential Purchaser has executed this Agreement. Upon the receipt of this Agreement, properly executed by the 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 Information, which may be furnished to the Potential Purchaser by Listing Broker, shall continue to be the property of the Owner(s) and Listing Broker. The Property Information will be used by the Potential Purchaser and 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. You acknowledge that you have not had any discussions regarding the Property with any advisor or agent other than as set forth in paragraph 5.
3. Potential Purchaser will not disclose the Property Information to any person who has not executed this Agreement unless Listing Broker has approved in writing such disclosure, provided, however, that the Property 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. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Property Information and must agree to keep all Property 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. 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 Information and that the information used in the preparation of the Property 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 Information.

5. Potential Purchaser hereby authorizes _____ (if blank, it is acknowledged that no Advisor/Broker/Agent is involved) to represent you as your real estate Advisor/Broker/Agent (“Participating Broker”) with respect to the possible transaction of the Property. However, failure to designate a Participating Broker in this Agreement will be interpreted by all parties to this Agreement that no Participating Broker has been chosen to represent you in this possible transaction (see page 3 of this Agreement - Participating Broker Registration Section).

If a Participating Broker is designated, any cooperating commission amount is stated as such on Page 1 of the accompanying Participating Broker/Agent Agreement and Potential Purchaser Registration.

Upon execution of this Agreement and the Participating Broker/Agent Agreement and Potential Purchaser Registration by you and your Participating Broker, you are hereby authorized to provide the Confidential Information to your Participating Broker subject to your Participating Broker agreeing that his/her authorization to act in any capacity with respect to the possible transaction is limited to you. Your Participating Broker further agrees that he/she will not discuss or distribute the Confidential Information or excerpts regarding the Confidential Information to any other party, and will otherwise be bound by the terms hereof.

6. The 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 to the Potential Purchaser.
7. The Potential Purchaser acknowledges that the Property is/are being offered for sale subject to withdrawal of all or part thereof from the market, change in offering price and/or terms, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever, without notice. Potential Purchaser acknowledges that the Property is/are being offered without regard to race, creed, sex, religion or national origin.
8. Potential Purchaser acknowledges that Listing Agent and the Owner(s) expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property offering, including commissions. Owner(s) shall have no legal commitment or obligation to any entity reviewing the Marketing Information or making an offer to acquire the Property unless and until a written Agreement for such acquisition has been fully executed, delivered and approved by the Owner(s) and any conditions to the Owner(s) obligations there under have been satisfied or waived.
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, Participating Broker (attached Participating Broker/Agent Agreement and Potential Purchaser Registration), and Potential Purchaser relating to the receipt, use and disclosure of the Property Information. This Agreement shall apply to and be binding upon 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. Potential Purchaser agrees to be very discreet during all Property inspections and shall not contact the Owner(s), any management personnel, leasing agents or tenants in the Property without prior approval of the Listing Broker and/or Owner(s).
12. 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, d) upon written notification from the registered Potential Purchaser, e) at any time registered Potential Purchaser terminates Participating Broker as agent by written notice or by appointing another broker to act as its exclusive agent.

POTENTIAL PURCHASER REGISTRATION (PLEASE PRINT LEGIBLY)

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

Potential Purchaser: _____

Company: _____

Address: _____

City, State Zip: _____

Phone Number: _____ Fax: _____

Email: _____

_____ (Signature)

_____ (Print)

PLEASE DO NOT WRITE BELOW THIS LINE - COLLIERS USE ONLY

Date Received: _____

Log in: _____

Password: _____

Package Mailed: _____