

## CONFIDENTIALITY AGREEMENT, REGISTRATION OF BUYER & COMPENSATION

*The Seller and the Seller's representative agree to disclose to the undersigned certain confidential information which shall be defined below. A signed Confidentiality Agreement is required prior to disclosing any and all information. Financial competency may be required prior to showing this property.*

This Confidentiality Agreement (this "Agreement") is executed by the undersigned, \_\_\_\_\_, ("Buyer"). "Buyer" hereby confirms agreement to the following terms and conditions regarding receipt of or access to any information pertaining to 804-808 SW 2<sup>nd</sup> Ct (Middle Street), Fort Lauderdale, FL 33312 (the "Asset").

"Buyer" is interested in reviewing documents and other information related to the Assets, including economic, marketing, and financial information that is confidential or proprietary, for the purpose of determining if the "Buyer" wishes to present an offer to purchase the Assets. Allowing "Buyer" access to such documents does not constitute a general release of the information contained therein. The parties of this Agreement acknowledge that no effort shall be made to circumvent its terms in an attempt to gain commissions, fees, remunerations, or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties. The undersigned acknowledges the highly confidential nature of the information and the potential irreparable harm that may occur to Seller if unauthorized disclosure occurs.

Therefore, as a condition to such access and document review, the "Buyer" agrees to as follows:

### I. CONFIDENTIALITY AGREEMENT

**A. Information.** All documents and other materials relating to the proposed sale of the Assets, all information furnished directly or indirectly by Seller to "Buyer" in connection with the Assets, whether in writing or verbally, including, without limitation, all information contained in files and documents and all data, summaries, valuations or analyses relating to the Assets that "Buyer" reviews, receives or prepares (collectively, the "Confidential Information"), shall be deemed confidential information. The Confidential Information is the sole property of Seller and/or Broker, and is being provided to "Buyer" for its own use and not as agent, representative or broker of any undisclosed party, solely to aid "Buyer" in its analysis to determine if the Identified Party should purchase the Assets; and other direct or indirect use, or any redistribution of the Confidential Information is strictly prohibited.

**B. Buyer's Proof of Funds.** *The signing of this nondisclosure agreement entitles the signer to receive the offering memorandum and financial statements prepared by the listing office based upon the Seller's information. Any individual items contained within the offering memorandum can be sent individually if needed. **PRIOR TO ANY SHOWING, as well as prior to any additional information, Buyer shall provide a proof of funds.***

*Acceptable items for Proof of Funds and included in a Letter:*

- *Bank's name and address.*
- *Official bank statement.*
- *Copy of money market statement and balance.*
- *Balance of funds in checking and savings accounts.*
- *Bank certified financial statement.*
- *Copy of an online banking statement.*
- *Signature of an authorized bank employee.*

**C. Return of Information.** All confidential information disclosed to the undersigned pursuant to this confidentiality agreement shall be returned, in its original form, together with all copies that have been made thereof, upon termination of negotiations, or earlier if requested by Seller. Any originals and all copies of Confidential Information provided to "Buyer" regarding the "Asset" will be returned to Seller or Seller's representative within five (5) business days of receipt of Seller or Seller's representative's written request for them. "Buyer" shall not keep any copies of originals of Confidential Information.

**D. Confidentiality and Non-Use.** "Buyer" shall not (i) use, directly or indirectly, any of the Confidential Information for any purpose other than as permitted under this Agreement, or (ii) disclose, publish or reveal in any manner whatsoever, either directly, the Confidential Information to any person. This obligation of confidentiality and non-use shall not apply to Confidential Information that (a) is already known to "Buyer" from sources other than Seller and/or Broker and which sources are not known by "Buyer" to be subject to any confidentiality obligations; (b) is required to be disclosed by law or by regulatory or judicial process; or (c) becomes generally available to the public without breach of "Buyer's" obligations hereunder. Confidential Information provided by

Seller and/or Broker to “Buyer” or other Recipients or purchasers of the Assets in connection with the proposed sale of the Assets shall not be considered to be generally available to the public. All Confidential Information provided to “Buyer” by Seller and/or Broker will at Seller’s request be either returned to Seller and/or Broker or destroyed upon the first to occur of (i) the Identified Party determining that it will not submit an offer to purchase the Assets, or (ii) two days after receipt from Seller of notification that an offer from the Identified Party was not accepted by Seller.

**E. Qualified Persons.** The only persons who may review the Confidential Information shall be the persons described below who have a need to know the Confidential Information for the purposes set for in Section 1 (“Qualified Persons”): (i) partners, officers, directors, employers, agents, representatives, of “Buyer”; (ii) “Buyer’s counsel, accountants, financial advisors, or other independent experts retained by “Buyer” in connection herewith; (iii) “Buyer’s lender(s), partner(s), or investor(s) providing acquisition funding; (iv) insurance and reinsurance companies or parties provided credit enhancement; and (v) credit rating agencies. Prior to disclosing any Confidential Information to any Qualified Person, “Buyer” shall (i) inform each of its Qualified Persons receiving the Confidential Information of the confidential nature of the Confidential Information and of the restrictions on reliance, contracts, its use and disclosure provided in this Agreement, (ii) direct its Qualified Persons to treat the Confidential Information confidentially and not to use it other than in connection with the evaluation of the Assets, and (iii) be responsible for any contacts with obligors or other persons or use disclosure of the Confidential Information by “Buyer” or its Qualified Persons.

**F. Cooperating Broker.** Notwithstanding any provision of this Agreement, Cooperating Broker and his/her company will be compensated at closing with a total of 2.5% of total price.

Buyer’s **Agent** Signature: \_\_\_\_\_

**READ CAREFULLY, PLEASE**

*No Cooperating Broker.* By signing this agreement, **Buyer represents and warrants that no broker or finder has been engaged on Purchaser’s behalf in connection with the presentation of this asset except for Alterra Realty Group, Inc.** By signing below, Buyer acknowledges that there is no Cooperating Broker.

Buyer’s Signature: \_\_\_\_\_

*Only sign here if there is no other broker*

**F. No Contact with Other Persons / Non-Circumvention.** “Buyer” shall not make any direct or indirect contact with any resident or prospective officers, directors, shareholders, employees or constituent partners, attorneys, accountants, financial advisors, independent experts or other representatives of Seller, its affiliates or with any other parties to the transactions to which the Confidential Information relates, or relative to any transactions evidenced thereby without the prior written consent of Seller, which consent can be arbitrarily withheld.

**G. Reliance on Confidential Information.** “Buyer” acknowledges that Seller and/or Broker has made no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and Seller and/or Broker has not attempted to verify the facts recited in the Confidential Information. “Buyer” shall have no recourse against Seller and/or Broker or its counsel or agents in the event of any errors or omissions in the Confidential Information or in any other information verbally transmitted during the “Buyer’s examination and survey of the Confidential Information by Seller and/or Broker or by any counsel or agents of the Seller and/or Broker. “Buyer” further acknowledges that all third-party reports included in the files and made available to “Buyer” are for informational purposes only and should not be relied upon for their accuracy or completeness. “Buyer” shall have no right to rely upon the conclusions or other data set forth in such reports and shall have not recourse against Seller and/or Broker, or its advisors, counsel, or agents, including the preparers of such reports, in the event of any errors therein or omissions there from.

**H. Remedies for Breach.** “Buyer” shall indemnify, defend and hold harmless Seller and/or Broker and its affiliates, and their respective subsidiaries, affiliates, officers, directors, shareholders, employees, agents, representative attorneys, from and against any and all losses, damages, costs, expenses and liabilities of whatever nature, (including without limitation, reasonable attorneys’ fees and claims by third parties for brokerage commissions or fees) directly resulting from or arising out of “Buyer’s breach of any terms of this Agreement. “Buyer” further agrees that should it become necessary to enforce this Agreement in any forum, the prevailing party shall be entitled to reasonable attorneys’ fees, together with all costs of said enforcement action. “Buyer” further agrees that in addition to any other rights and remedies available to Seller and/or Broker and its affiliates hereunder or otherwise, ex parte injunctive relief (without proof of actual damage) is a proper remedy for enforcement of this Agreement.

## II. MISCELLANEOUS

- A. **TRANSACTION BROKER NOTICE:** As a transaction broker, and its associates provide to you a limited form of representation that includes: 1. Dealing honestly and fairly; 2. Accounting for all funds; 3. Using skill, care, and diligence in the transaction; 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer; 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and 7. Any additional duties that are entered into by this or by separate written agreement.
- B. This Agreement shall terminate only upon the success closing (transfer of ownership) of this transaction. Notwithstanding any acts, omissions, or statements of Seller and/or Broker, Seller and/or Broker shall not be deemed to have waived any of its rights under this Agreement except by instrument in writing signed by Seller and/or Broker.
- C. **Applicable Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA. ANY DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS AGREEMENT SHALL BE BEFORE A COURT IN BROWARD COUNTY, FLORIDA. THE PREVAILING PARTY IN ANY LITIGATION UNDER THAT AGREEMENT SHALL BE ENTITLED TO LEGAL FEES THROUGH ALL LEVELS OF TRIAL AND APPEAL FROM THE NON-PREVAILING PARTY."
- D. **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by sending same via United States mail, addressed to the party to be notified, with sufficient postage prepaid and sent by registered or certified mail with return receipt requested or by delivering the same in person to such party.
- E. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- F. **Survival.** This Agreement shall continue in full force and effect at all times.
- G. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- H. **Subpoenaed Information.** Notwithstanding this Agreement, "Buyer" may comply with the terms of any lawful subpoena issued by a court of competent jurisdiction directing same to produce the Confidential Information, provided that "Buyer" will give Seller and/or Broker immediate and sufficient notice of such subpoena to permit Seller to seek a protective order.
- I. **Public Domain.** The foregoing obligation of confidentiality and restrictive use will not apply to Confidential Information which "Buyer" can prove is in the public domain, or which "Buyer" possessed prior to initial communications with Seller and/or Broker.
- J. **Amendments.** This Agreement shall not be amended, modified, altered, or otherwise changed in any manner unless expressly agreed to in writing by Seller and/or Broker and "Buyer."
- K. **Commercial Real Estate Sales Lien Act Disclosure:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure shall apply: "The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned."

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATE INDICATED BELOW.

“Buyer” acknowledges that he/she has read the agreement to which this is attached and agrees to be governed by all of the provisions regarding confidentiality thereof and indemnifies Seller and/or Broker for any losses, claims, damages, costs and expenses, including attorney’s fees that Seller and/or Broker may incur or suffer as a result of a breach of such agreement.

DATED this: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**“Buyer”**

Name of Prospect: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Brokerage**

Alterra Realty Group, Inc.  
2450 Hollywood Boulevard, Ste 605B  
Hollywood, Florida 33020

By:

\_\_\_\_\_  
Bram Leland Scolnick, Broker

\_\_\_\_\_  
Date

**COOPERATING BROKER, If any:**

By signing this agreement, cooperating broker agrees to be bound to any and all stipulations also in the above sections, to which the Buyer has agreed.

**Cooperating Broker**

Name: \_\_\_\_\_ License No.: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_