

**COOPERATING BROKER CONFIDENTIALITY AND REGISTRATION AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Owners and \_\_\_\_\_ ("Cooperating Broker") and Marcus & Millichap ("Exclusive Listing Broker") regarding the property known as

**Palatka Commons** ("Property"). This obligation of confidentiality undertaken pursuant to this Agreement shall survive any future agreement with the Owner.

COOPERATING BROKER HAS REQUESTED information from Owner for the purpose of evaluating the Property. The Owner shall deliver information concerning the Property, much of which is highly confidential, only to those parties that Owner's Exclusive Agent, Marcus & Millichap, has agreed to in writing prior to the disbursement of any information.

THE PARTIES AGREE TO THE FOLLOWING, in consideration of the covenants and agreements contained herein:

1. Cooperating Broker will not disclose, permit the disclosure of, release, disseminate or transfer, any information obtained hereunder ("Marketing Information") to any person or entity that has not been approved and agreed to in writing by Marcus & Millichap.
2. The person(s) signing this Agreement on Cooperating Broker's behalf will take all appropriate precautions to limit the dissemination of the Marketing Information only to those persons who have need to know of the marketing information, and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Marketing Information received from Owner, now or in the future, which is not readily available to the general public. Cooperating Broker understands that all marketing 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.
4. All information shall be used for the sole purpose of evaluating the Property and it shall not at any time, or in any manner, be used for any other purpose.
5. Cooperating Broker or any other party shall not contact directly any persons concerning the Property, other than Marcus & Millichap, without written permission from Exclusive Listing Broker. Such persons include, without limitation, Owner's employees, suppliers, lenders and tenants.
6. Owner makes no representations or warranties; express or implied, as to the accuracy or completeness of any marketing information provided by them. Cooperating Broker assumes full and complete responsibility for reconfirmation and verification of all Marketing Information received and expressly waives all rights of recourse against Owner and Exclusive Listing Broker with respect to the same.
7. The Persons signing on behalf of Cooperating Broker represents that they have the authority to bind the party for whom they sign.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
9. Cooperating Broker recognizes that they do not represent the Owner in this transaction. Marcus & Millichap only, who are acting as a Seller's Broker only, represent the Owner.
10. In the event Cooperating Broker successfully closes on the Property and Owner pays Marcus & Millichap the brokerage commission as stated in the Listing Agreement with Owner, Marcus & Millichap shall pay a Cooperating Broker a   (1%)   fee of the total selling price.
11. All Buyers that the Cooperating Broker wishes to register must be registered and approved by Exclusive Listing Broker prior to submission of the Marketing Information. In the event Cooperating Broker fails to register any buyer, he shall not be entitled to any Cooperating Broker Fee.

COOPERATING BROKER: \_\_\_\_\_

Agent: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Prospective Purchaser/Entity (Print Name)

\_\_\_\_\_  
Authorized Signatory for Purchaser/Entity (Signature)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Purchaser Entity (Print Name)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

RETURN TO:           **MARCUS & MILLICHAP: (407) 557-3953** (Facsimile Number)