



_____, 2017

Colliers International
255 South Orange Avenue, Suite 1300
Orlando, FL 32801

Re: **Proposed Sale of the properties and improvements, consisting of Two 5.0± AC Land Parcels Approved for Hotel, (southwest corner of W Osceola Pkwy and Ball Park Rd and southwest corner of W Osceola Pkwy and N Thacker Ave), which are part of Parcel ID#05-25-29-00U0-0010-0000 (hereinafter referred to as the "Property") by the owner thereof (hereinafter referred to as "Owner"), to _____, proposed purchaser (hereinafter referred to as "Principal").**

Ladies and Gentlemen:

We understand that Colliers International is acting as exclusive agent of the Owner in connection with a possible sale of the Property.

_____ ("Principal") has authorized _____ ("Broker") as its exclusive broker or advisor in its negotiations concerning the Property. Broker represents that Principal is interested in a possible investment in the Property and has the experience and financial capabilities to undertake a transaction of this magnitude.

In Colliers International's capacity as exclusive agent, Colliers International has available for study certain information concerning the Property which may include various papers, documents, data, plans and other materials, portions of which may be included in a package or brochure (hereinafter referred to as the "Evaluation Material"). On behalf of the Owner, Colliers International is prepared to deal with us and furnish the Evaluation Material to us in connection with discussions and negotiations concerning a possible transaction involving the Property on the condition that we (Principal and Broker) agree to treat it in a confidential manner and make the representations and agreements herein provided. Therefore, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us for no purpose other than evaluating a possible transaction involving the Principal, as a principal, exclusively for its own account, and not as a broker, finder or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that such Evaluation Material may be disclosed to the Principal's directors, officers, or employees, as well as to its outside counsel, accounting firm and financial institution, who need to know such information for the purpose of evaluating a possible transaction involving Owner and Principal of the Property by Principal.

Such third parties shall be informed by Principal of the confidential nature of such information and shall be directed to treat the Evaluation Material with strict confidence subject to and in accordance with this agreement. We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to Colliers International promptly and not retain any copies thereof if we decide not to go forward with discussions or if requested by Colliers International or the Owner.

We agree that the Owner or Colliers International will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or Colliers International



will have the right, in addition to any other right the Owner or Colliers International may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms.

In addition, we agree that we will not disclose, without the prior written consent of Owner, and we will direct those of the Principal's representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder), the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner and Colliers International are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

2. The Evaluation Material furnished to Broker will not be used by Broker for any purpose other than for evaluating a possible transaction involving the Property with the Principal.
3. Although Colliers International has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of our investigation, we understand and acknowledge that neither Colliers International nor the Owner make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. The financial information and projections contained in the Evaluation Material represent estimates based on assumptions considered reasonable under the circumstances although they have not been independently verified by Colliers International. Colliers International and the Owner make no representations or warranties, express or implied, that actual results will conform to such projections. Owner and Colliers International expressly disclaim any and all liability for representations or warranties, express or implied, contained in the Evaluation Material or omissions from the Evaluation Material, or in any other written or oral communications transmitted or made available to Principal and Broker. We agree that neither Colliers International nor the Owner shall have liability to us or any of our representatives resulting from the use of or reliance on the Evaluation Material by us or our respective representatives and agents. We acknowledge that Colliers International is not responsible to determine whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property. We acknowledge that it is solely our responsibility to conduct such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by agreement with the Owner.
4. In the event that (i) the Proposed Sale is consummated by a closing and transfer of title from the Owner to Principal, and (ii) the Owner pays to Colliers International a full commission in accordance with the Owner's agreement with Colliers International, then, within a reasonable time thereafter, Colliers International shall pay to Broker and Broker agrees to accept, as its full and only compensation for its services rendered in connection with the Proposed Sale, two percent (2.0%) of the gross sales price, payable solely from the proceeds of the commission paid to Colliers International. It is specifically understood and agreed by Broker that no portion of any commission or fee shall be payable by Colliers International to Broker unless and until same is actually received by Colliers International and Colliers International is entitled to retain same.
5. Principal (a) warrants and represents that except for Broker, it is not represented by any broker, finder or agent in any possible transaction involving the Property; (b) indemnifies and saves harmless Colliers International and the Owner, and their respective affiliates, successors and assigns against and from any loss, liability, cost or expense (including attorney's fees) in any



way arising from claims by any broker, finder or similar agent (other than Colliers International and Broker) for commissions, fees and other compensation relating to the proposed or actual transaction involving the Principal, its affiliates, successors, assignees or nominees; and (c) acknowledges that Colliers International, in its capacity as exclusive agent for Owner, has no power or authority in any way to bind the Owner with respect to a transaction involving the Property and that the Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as the Owner has executed and delivered a written agreement with Principal under terms and conditions that are acceptable to the Owner, in its sole and absolute discretion.

6. This agreement embodies the full understanding of the parties and may not be changed orally.
7. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

We are providing you with this agreement as a condition to the commencement of our dealings and negotiations with Colliers International and Owner. Please sign and return a copy of this agreement where indicated to confirm your receipt and acknowledgment of the terms hereof.

Very truly yours,

As Principal:

By: _____

As (Title): _____

Address: _____

We hereby acknowledge, confirm and agree that we are bound by the terms and conditions of this agreement as Broker.

As Broker and Sole Agent: _____

By: _____

As (Title): _____

ACKNOWLEDGED:

COLLIERS INTERNATIONAL

By: _____

Name: _____

Title: _____