



**Cooperating Broker Agreement, Registration of Prospective Purchaser and Confidentiality Agreement**

Colliers International Florida, LLC (Broker) has been retained as the Exclusive Listing Agent for the sale of **Spanish River Plaza** (Property) by its Owner. The Owner (Seller) requests that all inquiries and communications with respect to the sale of the Property be directed to Colliers International Florida, LLC.

By signing, below, Cooperating Broker (Co-Broker) acknowledges the following:

1. Seller has agreed to pay a commission of **1%** of the gross sale price to co-broker, unless commission has been reduced which shall be split in proportion with listing broker.
2. Co-Broker acknowledges that the Owner has engaged the services of Broker by entering into an exclusive Right of Sale Agreement, and that Broker is representing the Seller. Co-Broker acknowledges that it is representing the Prospective Purchaser (Purchaser), whose signature appears below, or is a Transaction Broker.
3. If Co-broker or Purchaser utilize any information, whether from Broker, Seller, or Lender, to purchase or acquire property, mortgage, note, joint venture, or any other interest, from other than Seller, Purchaser shall pay Broker a commission equal to the commission to be paid per the exclusive right to sell listing agreement with Seller.
4. Broker considers Purchaser as registered by Co-Broker only with Purchaser's signature below, or upon receipt of a letter from Purchaser stating such representation, or if Co-Broker presents and introduces Purchaser to Broker and presents the Property.
5. The registration shall be for an initial term of ninety (90) days, effective from date Purchaser signs below. If negotiations are still in progress at end of initial term, and Co-Broker remains actively involved in negotiations, then registration may be extended, only in writing and executed by Broker.
6. All Sales material furnished to Co-Broker will be kept confidential and shall remain the property of the Seller and Broker. Co-Broker shall not make any sales material available, or disclose the contents thereof, to any person other than the Purchaser whose signature appears below, without the consent of Broker.
7. All Sales material and Property information is to be used by Broker and Purchaser solely for the purpose of determining Purchaser's interest in the Property.
8. Co-Broker and Purchaser shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, tenants and suppliers.
9. Owner is an intended 3rd party beneficiary of this agreement.
10. All previewing, showing and inspections of the Property must be arranged through, and approved by, Broker. Co-Broker or Purchaser shall not contact or disturb any of the tenants.

If in agreement with the foregoing, please return a fully executed copy of this agreement to **Bastian Lagerbauer** by email to [bastian.lagerbauer@colliers.com](mailto:bastian.lagerbauer@colliers.com).

Agreed and Accepted:  
Co-broker Signature:

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

Printed Name: \_\_\_\_\_

For: \_\_\_\_\_  
(print name of company)

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

Prospective Purchaser Signature:  
(MUST be signed by Prospective Purchaser)

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

Printed Name: \_\_\_\_\_

For: \_\_\_\_\_  
(print name of company)

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

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

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