

PLEASE RETURN VIA EMAIL:

Attention: Chris Forehand
chris.forehand@colliers.com



PRINCIPAL CONFIDENTIALITY & REGISTRATION AGREEMENT FOR:

Tampa Bay Florida

Applebee's | 550 Thornton Road, Lithia Springs, GA 30122

4830 W. Kennedy Blvd., #300

Colliers Arnold, Inc. d/b/a Colliers International Tampa Bay Florida ("Listing Broker") is exclusively retained by and is/are acting as Owner(s) agent. Owner(s) shall pay all fees due Listing Broker in connection with the Property(s) as per separate Agreement. All registrations are subject to and conditioned by the following:

Tel: +1 813 221 2290
Fax: +1 813 224 9403
Tampa, FL 33609

1. Confidential information in the Offering Memorandum will not be used by Principal in a way that is detrimental to Owner or Broker.
2. Listing Broker has available for review certain information concerning the Property(s), which includes information available to the public as well as specially prepared or private information ("Property Information"). Listing Broker will not make the Property(s) Information available to the Principal until Principal has executed this Agreement. Upon the receipt of this Agreement, properly executed by the Principal, Listing Broker and the Owner(s) will have the option, in their sole and absolute discretion, to accept or reject the registration of the Principal. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
3. Principal will use the confidential information solely to evaluate the acquisition of the Property and solely for Principal's own use or the use of Principal's employees, advisors, lenders, or consultants ("Permitted Parties") assisting in Principal's evaluation.
4. Principal agree to defend, indemnify and hold Owner and Broker harmless from and against all loss, damage or expense sustained or incurred by Owner or Listing Broker by reason of any unauthorized distribution or disclosure.
5. **Principal or Principal's employees or agents will not, without the prior written consent from the Owner, contact any tenant, property manager, lender, or Owner of the Property.**
6. Listing Broker represents Owner, and all negotiations will be conducted through Listing Broker.
7. Information has been prepared by Listing Broker and does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that Principal may need or desire. No representation or warranties are made by Listing Broker or the Owner as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the property. Principal understand these materials are subject to errors, omissions, and changes.
8. Principal hereby authorizes _____ (if blank, it is acknowledged that no Advisor/Broker/Agent is involved) to represent Principal as your real estate Advisor/Broker/Agent ("Participating Broker") with respect to the possible transaction of the Property(s). 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 Principal in this possible transaction (see Broker/Agent & Principal Registration form). While it is the policy of Colliers Arnold, Inc. to cooperate with other Brokers/Agents, Colliers Arnold Inc., is not offering any compensation for this transaction. The Participating Broker must get any or all fees from Principal, and agrees it will not look to Colliers Arnold, Inc. or the Owner(s) for any compensation.
9. Upon execution of this Agreement and Participating Broker/Agent Agreement by Principal and your Participating Broker, Principal is 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 Principal. Colliers Arnold Inc. is not offering a sub-agency relationship to Participating Broker. 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.
10. Principal 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(s), d) upon written notification from the registered Principal, e) at any time registered Principal terminates Participating Broker as agent by written notice or by appointing another broker to act as its exclusive agent.
11. The Principal acknowledges that the Property(s) is/are being offered for sale subject to withdrawal of all or part from the market, change in offering price and/or terms, prior sale or rejection of any offer because of the terms offered, or for any other reason whatsoever, without notice. Principal acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.
12. Principal 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(s) offering. Owner(s) shall have no legal commitment or obligation to any entity reviewing the Marketing Information or making an offer to acquire the Property(s) 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.

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Second of Two Pages

PRINCIPAL REGISTRATION (PLEASE PRINT LEGIBLY)

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

Principal: _____

Company: _____

Address: _____

Phone Number: _____ Cell: _____

Email: _____

Signature: _____
