

**Colliers International Southwest Florida, LLC**

13241 University Dr., Suite 101  
Fort Myers, FL 33907  
O: 239-985-8082 F: 239-418-1937

From: William H. Mankin  
Managing Director Office Services

wmankin@colliersarnold.com

**RE: Confidentiality and Registration Agreement**

We appreciate your interest in the potential purchase of that property commonly referred to as 3758, 3790 and 3792 Cleveland Avenue, Fort Myers, Florida ("Property"). As a result of your interest in the Property, please acknowledge your understanding and agreement with this Confidentiality and Registration Agreement by signing where appropriate. Colliers International Southwest Florida, LLC, ("Listing Broker") has been retained on an exclusive basis by Baby Jane, Inc. ("Owner" and/or "Seller") and is acting as Owner's/Seller's agent. The Owner shall pay all fees due Listing Broker in connection with the Property. The Potential Purchaser shall pay all fees due, if any, to its Buyer's Broker/Representative in connection with the acquisition of the Property.

Listing Broker has available for review certain information concerning the Property, which includes information that may be available to the public as well as specifically prepared information ("Property Information"). Listing Broker will not make the Property Information available to any Potential Purchaser until the Potential Purchaser has executed this Agreement. Upon the receipt of this Agreement, properly executed by the Potential Purchaser, Listing Broker and the Owner will have the option, in their sole and absolute discretion, to accept the registration of the Potential Purchaser or reject registration of the Potential Purchaser. All accepted registrations will be subject to the following conditions:

1. All Property Information, which may be furnished to the Potential Purchaser by Listing Broker, shall continue to be the property of the Owner and Listing Broker. The Property Information will be used by the Potential Purchaser for the sole purpose of determining the suitability of the Property to meet the Potential Purchaser's investment criteria and may not be copied or duplicated without Listing Broker's written consent and must be returned to Listing Broker immediately upon Listing Broker's request.
2. The Potential Purchaser will not disclose the Property Information to any person who has not executed this Agreement, unless Listing Broker has approved in writing such disclosure, provided, however, that the Property Information may be disclosed to the Potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties), for the purpose of evaluating the potential purchase of the Property. Such Related Parties shall be informed by the Potential Purchaser of the confidential nature of the Property Information and must agree to keep all Property Information strictly confidential in accordance with this Agreement. The Potential Purchaser shall be responsible for any violation of this provision by any of the Related Parties.
3. The Potential Purchaser understands and acknowledges that Listing Broker and the Owner do not make any representation or warranty as to the accuracy or completeness of the Property Information and that the information used in the preparation of the Property Information was furnished to Listing Broker by others and has not been independently verified by Listing Broker and is not guaranteed as to completeness or accuracy. The Potential Purchaser agrees that neither Listing Broker nor the Owner shall have any liability for any reason to the Potential Purchaser or Related Parties resulting from the use of the Property Information.
4. The Potential Purchaser hereby indemnifies and holds harmless Listing Broker and the Owner and their respective affiliates, successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Potential Purchaser.

5. Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal of all or part thereof from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever, without notice. Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.
6. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
7. This Agreement represents the entire Agreement between the Owner, Listing Broker, and Potential Purchaser relating to the receipt, use and disclosure of the Property Information. This Agreement shall apply to and be binding upon the Potential Purchaser its directors, officers, employees, agents, successors and assigns. The representatives signing this Agreement represents that he and/or she or they is (are) fully authorized to enter into the terms and conditions of this Agreement to legally bind the appropriate parties.
8. The Potential Purchaser agrees to be very discreet during all property inspections and shall not contact the on-site management personnel, leasing agents or tenants in the Property without prior written approval of the Listing Broker.

Additionally, the Potential Purchaser acknowledges that it has not received any information from, nor had any discussions or made inquiries regarding the Property with any broker or agent other than Listing Broker and Potential Purchaser has not expressly authorized any entity to represent the interest of Potential Purchaser regarding the anticipated acquisition of the Property.

If in agreement with the foregoing, please return one signed copy of this Agreement to Listing Broker

**POTENTIAL PURCHASER:**

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

BY: \_\_\_\_\_ (Signature)

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ DIRECT : \_\_\_\_\_

**RECEIVED, ACKNOWLEDGED AND ACCEPTED:**

**LISTING BROKER: Colliers International Southwest Florida, LLC:**

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2016

By \_\_\_\_\_